UNDERWRITING AGREEMENT

May 16, 2025

K-Bro Linen Inc.
14903 - 137 Avenue N.W.
Edmonton, Alberta
T5V 1R9

Attention: Linda McCurdy, Director, President & Chief Executive Officer

Ladies and Gentlemen:

TD Securities Inc. (the "**Lead Underwriter**"), National Bank Financial Inc., Raymond James Ltd., ATB Securities Inc., BMO Nesbitt Burns Inc., CIBC Capital Markets, Acumen Capital Finance Partners Limited, Cormark Securities Inc., Stifel Nicolaus Canada Inc. and Leede Financial Inc. (collectively with the Lead Underwriter, the "**Underwriters**") understand that K-Bro Linen Inc. (the "**Company**") proposes to issue and sell 2,030,000 subscription receipts (the "**Subscription Receipts**") of the Company (collectively, the "**Initial Subscription Receipts**"), each representing the right to receive one common share of the Company (a "**Common Share**") for no additional consideration upon the Acquisition Closing (as defined herein). A portion of the net proceeds from such sale will be used to partially fund the acquisition of STAR Mayan Limited ("**Star Mayan Topco**"), a company incorporated and existing under the laws of England and Wales, including its wholly-owned subsidiaries (each a "**Star Mayan Corporation**" and collectively, with Star Mayan Topco, "**Star Mayan**") (the "**Acquisition**"), with the balance used to repay indebtedness of the Company as further specified in, and in accordance with, the disclosure set forth in the Prospectus (as defined below).

The Subscription Receipts will be governed by a subscription receipt agreement (the "**Subscription Receipt Agreement**") to be entered into among the Company, the Lead Underwriter and, TSX Trust Company, as subscription receipt agent (the "**Subscription Receipt Agent**") on the Closing Date (as defined below).

Each Subscription Receipt will entitle the holder either:

(a) to receive: (i) without the payment of additional consideration or further action on the part of the holder, one Common Share following the satisfaction of the Escrow Release Conditions (as defined below) on or before the Escrow Release Deadline (as defined below); and (ii) Dividend Equivalent Payments (as defined below), less applicable withholding taxes, if any; or

(b) if a Termination Event (as defined below) occurs, to receive the aggregate purchase price of such holder's Subscription Receipts, together with any unpaid Dividend Equivalent Payment to which they are entitled and their pro rata portion of any Earned Interest (as defined below), if any Earned Interest Remains after payment of the Dividend Equivalent Payment, less applicable withholding taxes, if any.

Pursuant to the terms of the Subscription Receipt Agreement, from the Closing Date to (but excluding) the last day the Subscription Receipts are outstanding, the Company will make, or cause to be made, cash payments ("**Dividend Equivalent Payments**") to holders of Subscription Receipts in respect of each of their Subscription Receipts that are equal to, and will be paid on the same date as, dividends declared by the Company on each Common Share. The Dividend Equivalent Payments will be made by the Subscription Receipt Agent from the Escrowed Proceeds (as defined below) first from the Earned Interest credited or received on the Escrowed Proceeds and then from the principal amount of the Escrowed Proceeds. For clarity, holders of any Additional Subscription Receipts (as defined below), or Over-Allotment Shares (as defined below) if the Over-Allotment Option (as defined below) is exercised after the Acquisition Closing, shall receive the same Dividend Equivalent Payments to which such holders of Additional Subscription Receipts or Over-Allotment Shares, as applicable, would be entitled to if such securities were issued on the Closing Date. The record date for each Dividend Equivalent Payment will be the same as the record date for dividends declared on the Common Shares. For clarity, if the Escrow Release Conditions are met before the record date for the next dividend declared on the Common Shares, holders of Subscription Receipts will not receive a Dividend Equivalent Payment but will be entitled to receive the applicable dividend on any Common Shares held by the holder as a holder of such Common Shares. In the event that the Escrow Release Conditions are not satisfied and a Termination Event occurs after a dividend has been declared on Common Shares but before the record date for such dividend, holders of Subscription Receipts will receive a pro rata Dividend Equivalent Payment in respect of such dividend declared on Common Shares based on the ratio of the time between (i) the date of the prior Dividend Equivalent Payment (or, if none, the Closing Date) and the occurrence of a Termination Event to (ii) the date of the prior Dividend Equivalent Payment (or, if none, the prior payment date for dividends on the Common Shares) and the dividend payment date for the dividend so declared. If a Termination Event occurs on a record date or following a record date but on or prior to the payment date, the holder will be entitled to receive the full Dividend Equivalent Payment for that period. The declaration and payment of dividends on Common Shares by the Company are at the discretion of the board of directors of the Company. Currently, dividends on Common Shares are payable on a monthly basis on or about the 15th day of each month.

In connection with the offering hereunder, the Underwriters may effect transactions which stabilize or maintain the market price of the Subscription Receipts at levels other than those which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time.

Based upon the foregoing and subject to the terms and conditions set forth below, the Underwriters hereby severally, and not jointly, nor jointly and severally, offer to purchase from the Company in the respective percentages set forth opposite the respective names of the Underwriters in Section 16(1) hereof, and by its acceptance hereof the Company agrees to sell to the Underwriters, at the Closing Time, all but not less than all of the Initial Subscription Receipts at a price of $34.55 per Initial Subscription Receipt for an aggregate purchase price of $70,136,500.

By acceptance of this Agreement, the Company also grants to the Underwriters an irrevocable right (collectively, the "**Over-Allotment Option**") to purchase severally, and not jointly, nor jointly and severally, up to 304,500 additional Subscription Receipts (the "**Additional Subscription Receipts**") from the Company on the same basis (including as to the Underwriting

Fee per Additional Subscription Receipt) as applies to the purchase and sale of the Initial Subscription Receipts hereunder. If the Lead Underwriter, on behalf of the Underwriters, elects to exercise the Over-Allotment Option in whole or in part, the Lead Underwriter shall notify the Company in writing not later than 12:00 p.m. (Toronto time) on the 30th day following the Closing Date, which notice shall specify the number of Additional Subscription Receipts to be purchased by the Underwriters and the date and time at which such Additional Subscription Receipts are to be purchased (the "**Over-Allotment Closing Time**"). Such date may be the same as the Closing Date but shall not be earlier than the Closing Date nor later than a date that is between two (2) business days and five (5) business days after the delivery date of such notice.

Additional Subscription Receipts may be purchased for the purpose of covering over-allotments made in connection with the offering of the Initial Subscription Receipts and for market stabilization purposes. If the Over-Allotment Option is exercised in whole or in part following the Acquisition Closing, the Over-Allotment Option will be exercised in respect of Common Shares in lieu of Subscription Receipts (the "**Over-Allotment Shares**").

If any Additional Subscription Receipts are purchased, each Underwriter agrees severally, and not jointly, nor jointly and severally, to purchase the number of Additional Subscription Receipts (subject to such adjustments to eliminate fractional shares as the Lead Underwriter may determine) that bears the same proportion to the total number of Additional Subscription Receipts to be purchased as the number of Initial Subscription Receipts set out in Section 16 opposite the name of such Underwriter bears to the total number of Initial Subscription Receipts (the Initial Subscription Receipts and Additional Subscription Receipts are herein defined as the "**Offered Subscription Receipts**").

For greater certainty, the services provided by the Underwriters in connection herewith will not be subject to the goods and services tax provided for in the *Excise Tax Act* (Canada) and taxable supplies will be incidental to the exempt financial services provided.

The Company agrees that the Underwriters will be permitted to appoint, at their sole expense, other registered dealers (or other dealers duly qualified in their respective jurisdictions) as their agents to assist in the offering hereunder and that the Underwriters may determine the remuneration payable to such other dealers appointed by them, such remuneration to be the sole responsibility of the Underwriters.

TERMS AND CONDITIONS

The agreement resulting from the acceptance of this offer by the addresses hereof (herein referred to as this "**Agreement**") shall be subject to the following terms and conditions.

Section 1. Definitions

In this Agreement, the following terms have the meanings indicated:

"**Acquisition**" has the meaning ascribed to it in the first paragraph of this Agreement;

"**Acquisition Agreement**" means the definitive share purchase agreement dated May 13, 2025 by and among, inter alia, FTL UK Acquisition Company Limited, an indirect wholly-owned subsidiary of the Corporation, K-Bro Linen Systems Inc., a direct wholly-owned subsidiary of the Corporation, Star Strategic Assets III LP, and Star Capital Partnership LLP, pursuant to which the Company will acquire 100% of the shares in the capital of Star Mayan Topco;

"**Acquisition Closing**" means the closing of the Acquisition;

"**Additional Subscription Receipts**" has the meaning ascribed to it in the seventh paragraph of this Agreement;

"**affiliate**" has, with respect to the relationship between two or more companies, the meaning given to it in the *Securities Act* (Ontario) as amended from time to time and, with respect to the relationship between two or more persons any of which are not companies, a person shall be deemed to be an affiliate of another person if one of them is controlled by the other or if both are controlled by the same person, and for this purpose, control means the right, directly or indirectly, to direct or cause the direction of the management of the affairs of a person, whether by ownership of securities, by contract or otherwise;

"**associate**" has the meaning ascribed to it in the *Securities Act* (Ontario);

"**Beneficiaries**" has the meaning ascribed thereto in Section 14(6) of this Agreement;

"**Book-Entry Only System**" means the record-entry securities transfer and pledge system known, as of the date hereof, by such name, which is administered by CDS in accordance with the operating rules and procedures of the Securities Settlement Services of CDS in force from time to time, or any successor system which CDS may offer from time to time;

"**business day**" means a day on which the TSX is open for trading and banking institutions are open for business in the City of Toronto;

"**CDS**" means CDS Clearing and Depository Services Inc. and its successors;

"**Closing Date**" means May 30, 2025, or such other date not later than June 13, 2025 as the Company and the Underwriters may agree to in writing;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the parties hereto may agree to in writing;

"**Common Share**" has the meaning ascribed to it in the first paragraph of this Agreement;

"**Company**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Condition**" means the assets, liabilities (contingent or otherwise), business, affairs, prospects, operations, cash flow or capital of the Company and its Subsidiaries, taken as a whole;

"**distribution**" means "**distribution**" or "**distribution to the public**", which terms have the meanings attributed thereto under applicable Securities Laws in the Qualifying Jurisdictions and U.S. Securities Laws in the United States;

“**Documents Incorporated by Reference**” means the documents specifically incorporated by reference into the Preliminary Prospectus, Prospectus and any Prospectus Amendment;

“**Earned Interest**” means any interest or other income actually earned on the investment or reinvestment of the balance of the Escrowed Proceeds from and including the date on which the Subscription Receipts are issued (for greater clarity, in respect of the proceeds of the Subscription Receipts issued upon exercise of the Over-Allotment Option, from and including the date on which such Subscription Receipts are issued) to, but excluding, the earlier to occur of the delivery of an Escrow Release Notice and the Termination Date;

“**Environmental Laws**” has the meaning ascribed thereto in Section 8(1)(cc) of this Agreement;

“**Escrow Release Conditions**” means collectively, that: (i) all conditions precedent to the closing of the Acquisition pursuant to the Acquisition Agreement (other than the delivery of the purchase price for the Acquisition thereunder and such conditions precedent that by their nature are to be satisfied at the closing of the Acquisition) shall have been satisfied to the satisfaction of, or waived with the consent of, the Lead Underwriter, in each case acting reasonably; (ii) that there have been no material amendments to the terms or conditions of the Acquisition Agreement (whether directly or indirectly) that have not been approved by the Lead Underwriter, acting reasonably; and (iii) the Company has delivered a notice to that effect to the Lead Underwriter and the Subscription Receipt Agent (the “**Escrow Release Notice**”). The Escrow Release Notice may be provided, at the election of the Company, up to eight business days prior to the scheduled date of the Acquisition Closing;

“**Escrow Release Deadline**” means June 30, 2025;

“**Escrow Release Notice**” has the meaning given to it in the definition of Escrow Release Conditions;

“**Escrowed Proceeds**” means, pending the satisfaction of the Escrow Release Conditions, the gross proceeds of the offering, less 50% of the Underwriting Fee, which shall be held in escrow together with any accrued Earned Interest;

“**Financial Information**” means the Company’s consolidated financial information included in the Documents Incorporated by Reference, together with any auditors’ reports thereon and the notes thereto;

“**Governmental Authority**” means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Commissions, the TSX and Market Regulation Services Inc.;

“**IFRS**” means International Financial Reporting Standards;

“**including**” means including without limitation;

"**Initial Subscription Receipts**" has the meaning ascribed to it in the first paragraph of this Agreement;

"**Intellectual Property**" has the meaning ascribed thereto in Section 8(1)(bbb) of this Agreement;

"**Lead Underwriter**" has the meaning ascribed to it in the first paragraph of this Agreement;

"**May 2025 Dividend**" has the meaning ascribed thereto in Section 10(6) of this Agreement;

"**May 2025 Payment**" means the sum of the cash payments payable for each Initial Subscription Receipt, Additional Subscription Receipt or Over-Allotment Share, as applicable, equal to, for each such Initial Subscription Receipt, Additional Subscription Receipt or Over-Allotment Share, as applicable, the amount per Common Share paid by the Company in respect of the May 2025 Dividend to the holders of Common Shares, net of any withholding taxes that the Company determines may apply;

"**Marketing Documents**" means the "marketing materials" (as such term is defined in NI 41-101) which have been approved by the Company and the Lead Underwriter in accordance with NI 41-101;

"**Material Adverse Effect**" means any effect that (i) is materially adverse to the business, assets, liabilities, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, (ii) that is materially adverse to the completion of the offering of Offered Subscription Receipts contemplated by this Agreement or (iii) would reasonably be expected to result in a material change (as defined herein) that is adverse to the Company;

"**material change**", "**material fact**" and "**misrepresentation**" have the meanings attributed thereto under applicable Securities Laws;

"**Money Laundering Laws**" has the meaning ascribed thereto in Section 8(1)(oo) of this Agreement;

"**MRRS**" has the meaning ascribed thereto in Section 3(2) 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 Distribution*;

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

"**Offered Subscription Receipts**" has the meaning ascribed to it in the ninth paragraph of this Agreement;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Prospectus, any Prospectus Amendment and the Marketing Documents and, in connection with any offering of the Offered Subscription Receipts in the United States, the U.S. Private Placement Memorandum;

"**Over-Allotment Closing Time**"; has the meaning ascribed to it in the seventh paragraph of this Agreement;

"**Over-Allotment Option**" has the meaning ascribed to it in the seventh paragraph of this Agreement;

"**Over-Allotment Shares**" has the meaning ascribed to it in the eighth paragraph of this Agreement;

"**Preliminary Prospectus**" means the English and French language versions of the preliminary short form prospectus of the Company dated May 16, 2025 and any further amendments thereto, relating to the distribution of the Offered Subscription Receipts in the Qualifying Jurisdictions and, unless the context otherwise requires, includes all documents incorporated therein by reference and any amendments thereto;

"**Pro Forma Financial Statements**" means the pro forma financial statements of the Company, giving effect, *inter alia*, to: (i) the issuance of Offered Subscription Receipts, assuming no exercise of the Over-Allotment Option; and (ii) the completion of the Acquisition;

"**Prospectus**" means the English and French language versions (unless the context indicates otherwise) of the final short form prospectus of the Company relating to the distribution of the Offered Subscription Receipts in the Qualifying Jurisdictions and, unless the context otherwise requires, includes all documents incorporated therein by reference and any amendments thereto;

"**Prospectus Amendment**" means collectively, the English and French language versions of any amendment to the Prospectus;

"**PwC**" means PricewaterhouseCoopers LLP, auditors of the Company;

"**Qualifying Jurisdictions**" means all of the provinces and territories of Canada**;**

"**Receipt Shares**" means the Common Shares to be issued on the exchange of the Offered Subscription Receipts pursuant to the Subscription Receipt Agreement;

"**Sanctioned Territory**" has the meaning ascribed to it in Section 8(1)(pp) of this Agreement**;**

"**Sanctions**" has the meaning ascribed to it in Section 8(1)(pp) of this Agreement**;**

"**Securities Commissions**" means the securities commissions or other securities regulatory authorities in the Qualifying Jurisdictions;

"**Securities Laws**" means, collectively, all applicable securities acts or similar statutes of the Qualifying Jurisdictions and all regulations and rules under such laws, together with applicable published policy statements, instruments, notices and blanket orders or rulings of the Canadian Securities Administrators and the Securities Commissions;

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval+;

"**Selling Firms**" means the Underwriters, together with such other investment dealers and brokers who participate in the offer and sale of the Offered Subscription Receipts pursuant to Section 6(2) of this Agreement;

"**Shareholders**" means the holders from time to time of the Common Shares and includes, while the Common Shares are registered in the Book-Entry Only System, the beneficial owners of Common Shares;

"**Specified Person**" has the meaning ascribed to it in Section 8(1)(pp) of this Agreement;

"**Star Mayan**" has the meaning ascribed to it in the first paragraph of this Agreement;

"**Star Mayan Corporation**" has the meaning ascribed to it in the first paragraph of this Agreement;

"**Star Mayan Topco**" has the meaning ascribed to it in the first paragraph of this Agreement;

"**Subscription Receipt Agent**" means TSX Trust Company;

"**Subscription Receipt Agreement**" has the meaning ascribed to it in the second paragraph of this Agreement;

"**Subsidiaries**" means K-Bro Linen Systems Inc., K-Bro Linen Limited and K-Bro LP/KBL S.E.C, Buanderie C.M. Inc., K-Bro Acquisition Company UK Inc., FTL UK Acquisition Company Ltd, FTL Guernsey Ltd., Fishers Topco Limited, Shortridge Ltd. and Fishers Services Limited;

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

"**Termination Date**" means the earliest date of any Termination Event;

"**Termination Event**" means the failure to satisfy the Escrow Release Conditions on or before 5:00 p.m. (Toronto time) on June 30, 2025, or if the Acquisition Agreement is terminated or the Company advises the Underwriters or announces to the public that it does not intend to proceed with the Acquisition;

"**TMX Group**" has the meaning specified in Section 19;

"**Transfer Agent**" means TSX Trust Company;

"**TSX**" means the Toronto Stock Exchange;

"**Underwriters**" has the meaning ascribed to in the first paragraph of this Agreement;

"**Underwriting Fee**" has the meaning ascribed to it in Section 9 of this Agreement;

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

"**U.S. Private Placement Memorandum**" means the U.S. private placement memorandum in respect of the Prospectus, dated as of the date of the Prospectus, which describes the terms of the offering of the Offered Subscription Receipts in the United States;

"**U.S. Securities Act**" has the meaning given to that term in Schedule A;

"**U.S. Securities Laws**" means the U.S. federal securities laws, including the U.S. Securities Act, and applicable state securities laws; and

"**Warranty Deeds**" means, collectively, the management warranty deed dated May 13, 2025 by and among James Shepherd, Peter Johnston and FTL UK Acquisition Company Limited and the tax deed dated May 13, 2025 by and among James Shepherd, Peter Johnston and FTL UK Acquisition Company Limited.

Section 2. Attributes of the Offered Subscription Receipts

The Offered Subscription Receipts to be issued and sold under this Agreement by the Company will be duly and validly created and issued by the Company and, when issued and sold by the Company, such Offered Subscription Receipts will have the attributes set out in the Prospectus, subject to those modifications or changes (if any) prior to the Closing Date as may be agreed to in writing by the Company and the Underwriters.

Section 3. Filing of Prospectus

(1) The Company will fulfill to the satisfaction of the Underwriters, acting reasonably, all legal requirements of applicable Securities Laws and U.S. Securities Laws, and will take all other steps and proceedings that may be necessary, in order to enable the Offered Subscription Receipts to be offered and sold (i) to the public in each of the Qualifying Jurisdictions by the Underwriters and other persons who are registered in a category permitting them to distribute the Offered Subscription Receipts therein under applicable Securities Laws and who comply with such Securities Laws, and (ii) in the United States by the Underwriters, acting through their U.S. Affiliates (as defined in Schedule A), in accordance with Schedule A, to Qualified Institutional Buyers (as defined in Schedule A) in accordance with Rule 144A and in accordance with applicable state securities laws.

(2) The Company shall file the Preliminary Prospectus and other documents required under Securities Laws with the Securities Commissions and obtain the appropriate Mutual Reliance Review System ("**MRRS**") decision document for the Preliminary Prospectus from the Securities Commissions as soon as possible and not later than 5:00 p.m. (Toronto time) on May 16, 2025 (or such other time and/or later date as the Company and the Underwriters may agree).

(3) The Company shall file the Prospectus and other documents required under Securities Laws with the Securities Commissions, obtain the appropriate MRRS decision document for the Prospectus from the Securities Commissions, and otherwise fulfill all legal requirements to enable the Offered Subscription Receipts to be offered and sold to the public in each of the Qualifying Jurisdictions through the Underwriters or any other investment dealer or broker registered in the applicable Qualifying Jurisdiction who

complies with the relevant provisions of applicable Securities Laws, as soon as possible and not later than 5:00 p.m. (Toronto time) on May 26, 2025 (or such other time and/or later date as the Company and the Underwriters may agree).

(4) The Company shall, until the distribution of the Offered Subscription Receipts is completed, promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under Securities Laws to continue to qualify the Offered Subscription Receipts for distribution or, in the event that the Offered Subscription Receipts have, for any reason, ceased to so qualify, to re-qualify the Offered Subscription Receipts for distribution.

(5) The Company shall allow the Underwriters to participate fully in the preparation of the Preliminary Prospectus, the Prospectus, any Prospectus Amendment and the U.S. Private Placement Memorandum and shall allow the Underwriters to conduct all due diligence which each of them may reasonably require to conduct in order to (i) fulfill the Underwriters' obligations under applicable Securities Laws and U.S. Securities Laws, (ii) enable the Underwriters to avail themselves of a defence to any claim for misrepresentation in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment, or any claim that the U.S. Private Placement Memorandum contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, all within the meaning of U.S. Securities Laws, and (iii) and in order to enable them reasonably to execute the certificates required to be executed by them at the end of the Preliminary Prospectus, the Prospectus, any Prospectus Amendment and the U.S. Private Placement Memorandum.

Section 4. Delivery of Prospectus and Related Documents

(1) The Company shall deliver or cause to be delivered to the Underwriters and the Underwriters' counsel the documents set out below at the respective times indicated:

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

(i) copies of the Preliminary Prospectus and the Prospectus, each in the English and French languages, signed as required by Securities Laws;

(ii) copies of any Documents Incorporated by Reference therein (except to the extent such documents have been previously delivered to the Underwriters or are available on SEDAR+); and

(iii) copies of any other document filed or required to be filed by the Company under the Securities Laws in connection with the offering of the Subscription Receipts contemplated by the Preliminary Prospectus or the Prospectus;

(b) as soon as they are available, copies of the English and French language versions of any Prospectus Amendment required to be filed under any of the Securities Laws, signed as required by the Securities Laws;

(c) at the time of delivery to the Underwriters of the French language version of the Preliminary Prospectus, the Prospectus or any Prospectus Amendment:

(i) an opinion of Québec counsel addressed to the Company, the Underwriters and their respective counsel, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, and dated the date of the Preliminary Prospectus, Prospectus or Prospectus Amendment, as the case may be, to the effect that the French language version thereof (including documents incorporated by reference, but excluding financial statements and financial information which are the subject of the opinions of the auditors referred to below, as to which no opinion need be expressed by Québec counsel) is in all material respects a complete and proper translation of the English language version thereof; and

(ii) an opinion of PwC addressed to the Company, the Underwriters and their respective counsel, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, and dated the date of the Preliminary Prospectus, Prospectus or Prospectus Amendment, as the case may be, to the effect that the French language version of (A) the consolidated financial statements (including the notes thereto), Pro Forma Financial Statements and consolidated financial information with respect to the Company, and (B) the consolidated financial information of Star Mayan, in each case set forth therein or incorporated therein by reference is in all material respects a complete and proper translation of the English language version thereof;

(d) at the time of delivery to the Underwriters of the Prospectus or a Prospectus Amendment, one or more "long form" comfort letters from PwC in its capacity as auditor of the Company and Cooper Parry Group Limited in its capacity as auditor of Star Mayan, dated the date of the Prospectus or Prospectus Amendment and addressed to the Underwriters, the Company, and their respective counsel, and satisfactory in form and substance to the Underwriters and their counsel, acting reasonably, with respect to the consolidated financial and accounting information in respect of the Company and Star Mayan, as applicable, contained in the Prospectus or Prospectus Amendment or incorporated therein by reference, which comfort letter shall be based on a review by such auditors having a cut-off date of not more than two business days prior to the date of such letter(s) and shall be in addition to any comfort letters which must be filed with Securities Commissions pursuant to applicable Securities Laws; and

(e) at the time of the filing of the Prospectus, a letter from the TSX advising the Company of conditional listing approval for the Offered Subscription Receipts and Receipt Shares.

(2) The delivery to the Underwriters of the Preliminary Prospectus, Prospectus and any Prospectus Amendment shall constitute a representation and warranty to the Underwriters by the Company that:

(a) all information and statements (except any information or statement relating solely to the Underwriters which has been provided by the Underwriters) contained therein are true in all material respects and such document contains no misrepresentation and constitutes full, true and plain disclosure of all material facts relating to the Subscription Receipts;

(b) no material fact or information has been omitted from such document which is required to be stated therein or is necessary to make the statements or information contained therein not misleading in light of the circumstances in which they were made;

(c) all financial statements that are required by NI 44-101 have been included or incorporated by reference in the Offering Documents;

(d) the Preliminary Prospectus, Prospectus or any Prospectus Amendment, as applicable, complies in all material respects with all applicable Securities Laws, except as such compliance has been waived or varied with the consent of the Securities Commissions; and

(e) the U.S. Private Placement Memorandum complies in all material respects with all applicable U.S. Securities Laws.

Such delivery shall also constitute the consent of the Company to the use of the Preliminary Prospectus, the Prospectus and any Prospectus Amendment by the Underwriters in connection with the distribution of the Offered Subscription Receipts in the Qualifying Jurisdictions.

Section 5. Commercial Copies of Prospectus

(1) The Company shall deliver or cause to be delivered to the Underwriters without charge, as soon as practicable and in any event within forty-eight (48) hours of filing, at the offices in the cities designated by the Underwriters, such number of commercial copies of the Preliminary Prospectus and the Prospectus, as applicable. In addition, the Company shall, as soon as possible following a request, deliver or cause to be delivered to the Underwriters such additional commercial copies of the Preliminary Prospectus and the Prospectus in such numbers and in such cities as the Underwriters may reasonably request from time to time. The Company will similarly deliver or cause to be delivered to the Underwriters without charge, as soon as practicable and in any event within forty-eight (48) hours of filing, at the offices in the cities designated by the Underwriters, such number of commercial copies of the U.S. Private Placement Memorandum required to be delivered to purchasers or prospective purchasers of the Offered Subscription Receipts.

(2) The Company shall from time to time deliver or cause to be delivered to the Underwriters, as soon as practicable, at the offices in the cities designated by the Underwriters, the

number of commercial copies of any Prospectus Amendment which the Underwriters may from time to time reasonably request.

Section 6. Distribution of Offered Subscription Receipts

(1) The Company shall, until the distribution of the Offered Subscription Receipts is completed, promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under Securities Laws to continue to qualify the Offered Subscription Receipts for distribution or, in the event that the Offered Subscription Receipts have, for any reason, ceased to so qualify, to re-qualify the Offered Subscription Receipts for distribution.

(2) The Underwriters covenant on a several, but not on a joint or a joint and several basis, that:

(a) they shall offer the Offered Subscription Receipts for sale to the public, directly and through other investment dealers and brokers (the Underwriters together with such other investment dealers and brokers are referred to herein as the "**Selling Firms**"), only in the Qualifying Jurisdictions in compliance with applicable Securities Laws and upon the terms and conditions set forth in the Preliminary Prospectus and the Prospectus, as applicable, any Prospectus Amendment and this Agreement. The Underwriters shall be entitled to assume that the Offered Subscription Receipts are qualified for distribution in any Qualifying Jurisdiction in respect of which an MRRS decision document for the Prospectus has been obtained from the Alberta Securities Commission following the filing of the Prospectus unless the Underwriters receive notice to the contrary from the Company or the applicable Securities Commission. Each Underwriter will cause similar undertakings to be contained in any agreements among the members of the banking, selling or other groups formed for the distribution of the Offered Subscription Receipts and will require any member of the banking, selling or other group formed for the distribution of the Offered Subscription Receipts to comply with applicable Securities Laws;

(b) they shall offer the Offered Subscription Receipts in the United States only in accordance with U.S. Securities Laws and with Schedule A, which is incorporated by reference herein and made a part hereof; and

(c) any person in the United States who is offered any Offered Subscription Receipts in accordance with Schedule A will be provided with a copy of the U.S. Private Placement Memorandum, in a form to be mutually agreed upon by the Company and the Underwriters, acting reasonably.

(3) The Underwriters shall use commercially reasonable best efforts to complete the distribution of the Offered Subscription Receipts as promptly as possible after the Closing Time.

(4) The Underwriters propose to offer the Offered Subscription Receipts initially at the price set forth in the sixth paragraph of this Agreement. After a reasonable effort has been made to sell all of the Offered Subscription Receipts at the price set forth in the sixth paragraph

of this Agreement, the Underwriters may subsequently reduce and thereafter change, from time to time, the price at which the Offered Subscription Receipts are offered; provided that the Offered Subscription Receipts are not at any time offered at a price greater than the price set forth in the sixth paragraph of this Agreement. Any decrease in the price at which the Offered Subscription Receipts are offered will not decrease the amount of the net proceeds of the offering to the Company.

(5) The Lead Underwriter will notify the Company when, in its opinion, the Underwriters have ceased distribution of the Offered Subscription Receipts and shall, as soon as practicable, provide the Company with a breakdown of the number of Offered Subscription Receipts distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Commissions.

(6) No Underwriter will be liable under this Section 6 with respect to a default by any of the other Underwriters.

Section 7. Material Changes

(1) During the period prior to the completion of the distribution of the Offered Subscription Receipts, the Company shall promptly notify the Underwriters, in writing, with full particulars, of:

(a) any change (whether actual, anticipated, contemplated, proposed or threatened) in the Condition or, to the knowledge of the Company, Star Mayan;

(b) any fact which has arisen or has been discovered and 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; or

(c) any change in any fact contained in any of the Offering Documents or the occurrence of any event or state of facts after the date of this Agreement,

which is, or may be, of such a nature as to render any statement in the Preliminary Prospectus, the Prospectus or any Prospectus Amendment misleading or untrue or which would result in any of such documents containing a misrepresentation or which would result in any of such documents not complying with any of the Securities Laws or which would reasonably be expected to have a significant effect on the market price or value of the Offered Subscription Receipts, the Common Shares or any other securities of the Company, or which would be material to a prospective purchaser of the Company's securities.

(2) The Company shall in good faith discuss with the Underwriters any change, fact, event or circumstance (whether actual, anticipated, contemplated or threatened) of which it is aware which is of such a nature that there is reasonable doubt whether notice need be given to the Underwriters pursuant to Section 7(1) and, in any event, prior to making any filing referred to in Section 7(3).

(3) The Company shall promptly comply with all applicable filing and other requirements under the Securities Laws arising as a result of any change, fact, event or circumstance referred to in Section 7(1) and shall prepare and file under all applicable Securities Laws, with all possible dispatch, and in any event within any time limit prescribed under applicable Securities Laws, any Prospectus Amendment as may be required under applicable Securities Laws; provided that the Company shall allow the Underwriters and their counsel to participate fully in the preparation of any Prospectus Amendment and to conduct all due diligence investigations which the Underwriters may reasonably require in order to fulfill their obligations as underwriters and in order to enable the Underwriters to responsibly execute the certificate required to be executed by them in any Prospectus Amendment and the Underwriters shall have approved the form of any Prospectus Amendment, such approval not to be unreasonably withheld and to be provided in a timely manner. The Company shall promptly deliver or cause to be delivered to each of the Underwriters and the Underwriters' counsel a copy of each Prospectus Amendment, signed as required by applicable Securities Laws by all parties other than the Underwriters, as well as opinions and letters with respect to each such Prospectus Amendment to the same effect as those referred to in Section 4(1) and dated the date of such Prospectus Amendment. Without limiting the generality of the foregoing, the Company shall provide to the Underwriters and the Underwriters' counsel a draft of all such filings to be made under applicable Securities Laws arising as a result of any change, fact, event or circumstance referred to in Section 7(1), including any material change or similar report required to be filed in connection therewith during the period prior to the completion of the distribution of the Offered Subscription Receipts, whether or not also requiring the filing of a Prospectus Amendment, sufficiently prior to the time at which such filing is required to be made under applicable Securities Laws to permit the Underwriters and the Underwriters' counsel an opportunity to comment on same and shall not file such report without the prior approval of the Lead Underwriter, not to be unreasonably withheld or delayed.

(4) During the period commencing on the date hereof and ending on the completion of the distribution of the Offered Subscription Receipts hereunder, the Company will promptly inform the Underwriters of the full particulars of:

(a) any request of any Securities Commission for any amendment to the Preliminary Prospectus, the Prospectus or any Prospectus Amendment or for any additional information in connection with the transactions contemplated by this Agreement;

(b) the suspension of the qualification of the Offered Subscription Receipts in any of the Qualifying Jurisdictions; or

(c) the issuance by any Securities Commission, the TSX or any other Governmental Authority of any order to cease or suspend trading of any securities of the Company or of the institution or threat of institution of any proceedings for that purpose.

Section 8. Representations, Warranties and Covenants of the Company

(1) In addition to the representations and warranties contained in Section 4(2), the Company represents and warrants to the Underwriters, and acknowledges that the Underwriters are relying thereon in connection with the purchase of the Offered Subscription Receipts, that:

(a) the Company is a corporation existing under the laws of the Province of Alberta and is in good standing under such laws, has all requisite power and authority to carry on its business or activities and to own or lease and to operate its properties, assets and related business and operations, and to execute, deliver and carry out its obligations hereunder, including the issuance and delivery of the Offered Subscription Receipts in accordance with this Agreement, and the Company has conducted and is conducting its business and operations in compliance with its articles and by-laws;

(b) each Subsidiary is a corporation or limited partnership, as the case may be, duly organized, validly existing and in good standing (or the equivalent thereof, if applicable) under the laws of its respective jurisdiction of formation or organization (as applicable). Each Subsidiary has all requisite power and authority to carry on its business or activities and to own or lease and to operate its properties, assets and related business and operations;

(c) no act or proceeding has been taken by or against the Company or any of its Subsidiaries in connection with their liquidation, winding-up or bankruptcy, or to the Company's knowledge is pending;

(d) the directors of the Company have been appointed the directors of the Company in accordance with the terms and provisions of the Company's articles and by-laws and have all requisite power and authority under its articles and by-laws to enable the Company to issue, sell and deliver the Offered Subscription Receipts in accordance with the provisions of this Agreement;

(e) the Company has all requisite power and authority to carry on its undertakings as disclosed in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment, to own its assets as disclosed in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment and to enter into this Agreement, the Subscription Receipt Agreement and the Acquisition Agreement and to perform its obligations hereunder and thereunder;

(f) the Offered Subscription Receipts have been duly authorized for issuance and the Initial Subscription Receipts will, at the Closing Time, and the Additional Subscription Receipts will, at the Over-Allotment Closing Time, have been duly created and be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms and the terms of the Subscription Receipt Agreement, and the Over-Allotment Shares (if issued) and the Receipt Shares, when issued and delivered by the Company in accordance with their terms and the terms of the Subscription Receipt Agreement, will be validly issued as fully paid and non-assessable Common Shares of the Company;

(g) the Company is authorized to issue an unlimited number of Common Shares and such number of preferred shares which number shall not exceed, as at the date of issuance, one-third (1/3) of the Common Shares issued and outstanding at such time, of which, as of the date hereof, not taking into account the issue of the Receipt Shares, there are 10,578,364 Common Shares validly issued and outstanding as fully paid and there are nil preferred shares issued and outstanding;

(h) neither the Company nor any of its Subsidiaries is a party to any agreement, nor is the Company aware of any agreement, which in any manner affects the voting control of any securities of the Company or its Subsidiaries;

(i) no securities exchangeable or convertible into Common Shares are issued and outstanding;

(j) the attributes of the Offered Subscription Receipts conform in all materials respects with the description thereof in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment;

(k) except as disclosed in the Offering Documents, no person has any agreement, option, right or privilege with or acquired from the Company for the purchase, subscription or issuance of Common Shares;

(l) the outstanding Common Shares are solely listed and posted for trading on the TSX;

(m) the Receipt Shares issued in connection with the Initial Subscription Receipts will be solely listed and posted for trading on the TSX at the Closing Time and the Over-Allotment Shares will be solely listed and posted for trading on the TSX at the Over-Allotment Closing Time;

(n) the Company is, and will at Closing Time be, in compliance in all material respects with the by-laws, rules and regulations of the TSX;

(o) all necessary action has been taken by the Company to authorize, execute and deliver this Agreement, the Subscription Receipt Agreement and the Acquisition Agreement and each of this Agreement, the Subscription Receipt Agreement and the Acquisition Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its respective terms, subject to the availability of equitable remedies, limitations on the enforcement of creditors' rights generally and the fact that rights of indemnity and contribution may be limited under applicable law;

(p) the Company has the necessary power and authority to execute and deliver the Preliminary Prospectus, the Prospectus and any Prospectus Amendment and all requisite action has been taken by the Company to authorize the execution and delivery of the Preliminary Prospectus, the Prospectus, any Prospectus Amendment and all ancillary documentation and the filing thereof, as the case may be, in each of the Qualifying Jurisdictions;

(q) the Financial Information is complete and correct in all material respects and presents fairly the consolidated financial position of the Company as at the dates and for the periods indicated, and has been prepared in accordance with IFRS on a basis consistent throughout the period indicated and in accordance with the books and records of the Company;

(r) neither the Company nor any of its Subsidiaries is in default under or in breach of, and the execution, delivery, performance of and compliance with the terms of this Agreement, the Subscription Receipt Agreement and the Acquisition Agreement will not result in any breach of, or be in conflict with or constitute a default under, or create a state of facts which, after notice or lapse of time or both, would constitute a default, or give rise to any lien, under: (i) the Company's articles or by-laws or resolutions of the directors of the Company or Shareholders; (ii) any contract, mortgage, note, indenture, agreement, instrument, lease or other document to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound; or (iii) any judgment, decree, order, statute, rule or regulation applicable to the Company or its Subsidiaries; which would, in any such event, have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole;

(s) all of the material agreements and debt instruments of the Company and each of its Subsidiaries have been disclosed and are accurately described in the Offering Documents and each is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. Neither the Company nor any of its Subsidiaries is in violation, breach or default nor has it received any notification from any party claiming that the Company or any of its Subsidiaries is in breach, violation or default under any material agreement or debt instrument;

(t) except where the failure to comply, individually or in the aggregate, would not have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole, the Company and its Subsidiaries complied with all terms of the Temporary Foreign Worker Program in respect of the employment of foreign workers during the period the Company participated in such program and have complied with the terms and conditions of all Labour Market Opinion Confirmations and/or Labour Market Impact Assessment Confirmations that have been issued to the Company and its Subsidiaries with respect to the hiring of foreign workers. The Company and each of its Subsidiaries has not been subject to an audit by Immigration, Refugees and Citizenship Canada or Employment and Social Development Canada;

(u) except (i) as shall have been made or obtained at or before the Closing Time under the Securities Laws, and (ii) those which have not been obtained and the absence of which would not have a Material Adverse Effect, no consent, approval, authorization, order, filing, registration or qualification of or with any Governmental Authority is required for the execution, delivery and performance by the Company of the issuance of Subscription Receipts or Common Shares; as contemplated herein or the consummation of the transactions contemplated herein and therein;

(v) the proceeds from the issue of the Offered Subscription Receipts will be used for the purposes and in the manner specified in the Preliminary Prospectus, Prospectus and any Prospectus Amendment and for no other purpose;

(w) except as disclosed in the Preliminary Prospectus, Prospectus and any Prospectus Amendment, subsequent to the respective dates as of which information is given in the Preliminary Prospectus, Prospectus and any Prospectus Amendment:

(i) there has not been any material change (whether actual, anticipated, contemplated, proposed or threatened) in the Condition;

(ii) there has not been any material change in the capital or long-term or short-term debt of the Company and its Subsidiaries, taken as a whole; and

(iii) the Company and each of its Subsidiaries have each carried on its respective undertakings in the ordinary course;

(x) except as disclosed in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment, there are no actions, suits or proceedings, whether on behalf of or against the Company or any of its Subsidiaries pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries at law or in equity, before or by any Governmental Authority which could have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole, or which questions or may question any action taken or to be taken by the Company under any agreement contemplated hereby;

(y) no order, ruling or determination having the effect of ceasing, suspending or restricting trading in the Offered Subscription Receipts has been issued and, to the knowledge of the Company, no proceedings, investigations or inquiries for such purpose are pending or contemplated or threatened;

(z) the Company and each of its Subsidiaries procure and maintain on their properties and assets insurance coverage of a type and in an amount consistent with the practice in the industry in which the Company operates, as conducted by a reasonably prudent person based on the advice of reputable insurance brokers consulted by such person;

(aa) neither the Company nor any of its Subsidiaries is in default in the observance or performance of any term or obligation to be performed by it under any material contract to which either the Company or any of its Subsidiaries is a party or is bound, as applicable, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in any such case which default or event would have a Material Adverse Effect on the Company and its Subsidiaries;

(bb) the minute books and corporate records of the Company and each of its Subsidiaries as provided to counsel to the Underwriters contain copies of all constating documents and all resolutions of directors and Shareholders thereof (as applicable);

(cc) except where failure to comply, individually or in the aggregate, would not have a Material Adverse Effect on the Company, and except as disclosed in the Prospectus and any Prospectus Amendment, the Company and each of its Subsidiaries is in compliance with all applicable laws, statutes, ordinances, by-laws and regulations, and any orders, directives or decisions rendered by any court, ministry, department or administrative or regulatory agency, whether domestic or foreign, including any requirements or obligations arising under common law ("**Environmental Laws**"), relating to: (i) the businesses of the Company as described in the Prospectus; and (ii) the protection or enhancement of the environment, occupational health and safety matters or the generating, manufacturing, processing, release, presence, migration, deposit, use, treatment, storage, disposal, recycling, discharge, transport or handling of any pollutants, contaminants, chemicals, dangerous goods, wastes or materials or substances that are regulated;

(dd) neither the Company nor any of its Subsidiaries has (i) received any notice of, or are currently subject to any audit, evaluation, investigation, assessment, study or test, or been prosecuted for an offence alleging, non-compliance with any Environmental Law, or (ii) settled any allegation of non-compliance short of prosecution, except as disclosed in the Preliminary Prospectus, Prospectus and any Prospectus Amendment, or where such non-compliance or alleged non-compliance would not have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole. There are no orders or directions relating to environmental matters requiring any investigation, work, repairs, monitoring, construction or capital expenditures to be made with respect to any of the assets of the Company or any of its Subsidiaries, and neither the Company nor any of its Subsidiaries has received notice of any of the same, except as disclosed in the Preliminary Prospectus, Prospectus and any Prospectus Amendment, or such as would not have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole;

(ee) the Company and each of its Subsidiaries hold all licenses, registrations, qualifications, permits and consents necessary for owning and operating their respective businesses as set forth in the Preliminary Prospectus, Prospectus and any Prospectus Amendment, except where a failure to hold any such license, registration, qualifications, permit or consent would not singly or in the aggregate, have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole;

(ff) except as disclosed in the Preliminary Prospectus, Prospectus and any Prospectus Amendment, the Company is not aware of any legislation which it anticipates may have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole, or Star Mayan;

(gg) except as disclosed in the Preliminary Prospectus, the Prospectus or any Prospectus Amendment, none of the directors or officers of the Company or any associate or affiliate of the foregoing, respectively, has, or to the knowledge of the Company, intends to have, any interest, direct or indirect, in any transaction or any proposed transaction with the Company or any of its Subsidiaries which materially affects, is material to or will materially affect the Company;

(hh) there are no judgments unsatisfied against the Company or any of its Subsidiaries or, to the knowledge of the Company, any consent decrees or injunctions to which the Company or any of its Subsidiaries or their respective assets or properties are subject;

(ii) the Company is not, and immediately following the Closing Time will not be, a party to any material agreement, contract or understanding (written or oral) or bound by any material obligation except as disclosed in the Preliminary Prospectus, Prospectus and any Prospectus Amendment or to be entered into or assumed in connection with the transactions described therein;

(jj) the Company and each of its Subsidiaries have filed all federal, provincial, state, local and foreign tax returns that are required to be filed by it or has requested extensions of the deadlines for filing thereof (except in any case in which the failure so to file would not have a Material Adverse Effect), and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except as provided for in its respective financial statements and except to the extent that any such tax assessment, fine or penalty that is currently being contested in good faith;

(kk) the Company and each of its Subsidiaries has established on its books and records reserves that are adequate for the payment of all taxes not yet due and payable and there are no liens, mortgages, charges, pledges, encumbrances or other security interests for taxes on the assets or properties of any of the foregoing entities, except for taxes not yet due, and, to the knowledge of the Company, there are no audits pending of the tax returns of the Company and any of its Subsidiaries (whether federal, provincial, state, local or foreign), and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would have a Material Adverse Effect and except where the failure to pay any such tax assessment, fine or penalty would not have a Material Adverse Effect;

(ll) the Offered Subscription Receipts and the Receipt Shares will be qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, registered disability savings plans, deferred profit sharing plans, first home savings account and tax-free savings accounts under the Tax Act provided the Offered Subscription Receipts and the Receipt Shares are listed on a “designated stock exchange”;

(mm) neither the Canada Revenue Agency nor any other taxation authority, foreign or domestic, has asserted or threatened to assert any assessment, claim or liability for taxes due or to become due in connection with any review or examination of the tax returns of the Company or any of its Subsidiaries (including any predecessor companies);

(nn) the Company and each of its Subsidiaries is now and at all times has been in compliance with all applicable anti-bribery or anti-corruption laws, and will remain in compliance with such laws; neither the Company nor any of its Subsidiaries will authorize, offer or make payments directly or indirectly to any individual, person or other entity that would result in a violation of any applicable anti-bribery or anti-corruption laws; and no part of the proceeds received from the sale of the Offered Subscription Receipts will be used for any purpose that would reasonably be expected to constitute a violation of the laws of Canada or the United States or any other applicable anti-bribery or anti-corruption laws;

(oo) except where the failure to comply, individually or in the aggregate, would not have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole, the operations of the Company and its Subsidiary are, and have been conducted at all times, in compliance with all material applicable financial recordkeeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or its Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(pp) neither the Company nor any Subsidiary or Star Mayan, nor any of the directors, officer or employees thereof nor, to the Company's knowledge, any, agent, affiliate, representative or other person acting on behalf of the Company, any Subsidiary or Star Mayan, is an individual or entity ("**Specified Person**") that is, or is 50% or more owned or controlled by a Specified Person that is: (i) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control or the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, Global Affairs Canada or other relevant sanctions authority (collectively, "**Sanctions**"), nor (ii) located, organized or resident in a country or territory that is the subject of comprehensive economic Sanctions including, without limitation, Cuba, Burma (Myanmar), Iran, North Korea, Sudan, Syria, the Crimea Region and the non-government controlled areas of Zaporizhzhia and Kherson Regions of Ukraine, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic (each, a "**Sanctioned Territory**") and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Specified Person: (i) to fund or facilitate any activities of or business with any Specified Person that, at the time of such funding or facilitation, is the subject or the target of Sanctions; (ii) to fund or facilitate any activities or business in any Sanctioned Territory; or (iii) in any other manner that will result in a violation by any Specified Person (including any Specified Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. The Company and its Subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any Specified Person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Territory;

(qq) the Company is a "reporting issuer" in each of the Qualifying Jurisdictions and is not in default of the requirements under the Securities Laws in such jurisdictions, in particular, without limiting the foregoing, the Company is in compliance with its timely disclosure obligations under Securities Laws of each of the Qualifying Jurisdictions;

(rr) other than as disclosed in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment none of the directors, officers or employees of the Company, nor, to the knowledge of the Company, any person who owns, directly or indirectly, more than 10% of the outstanding voting securities of the Company, nor any associate or affiliate of any of the foregoing persons or companies has had any material interest, direct or indirect, in any transaction since December 31, 2024 or in any proposed transaction which materially affected or will materially affect the Company;

(ss) the Company has not completed any "significant acquisition" (as such term is defined in NI 51-102) since January 1, 2024 and, other than the Acquisition, the Company is not proposing any "proposed acquisition" (as such term is used in Item 10 of Form 44-101F1 to NI 44-101), that would require the inclusion of any additional financial statements or financial information in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment;

(tt) other than the Selling Firms, there is no person acting or purporting to act at the request of the Company who is entitled to any brokerage or agency fee in connection with the sale of the Offered Subscription Receipts;

(uu) PwC, which has audited and reviewed the financial statements of the Company included or incorporated by reference in the Offering Documents, are independent chartered accountants with respect to the Company as required by Securities Laws and there has not been any disagreement (within the meaning of NI 51-102) with PwC;

(vv) the Pro Forma Financial Statements of the Company and the related notes thereto included in the Offering Documents fairly present the pro forma consolidated financial position and earnings of the Company as at the dates and for the periods indicated after giving effect to the Acquisition and the other transactions and assumptions described in the related notes thereto;

(ww) the Pro Forma Financial Statements comply with, and have been compiled in accordance with the Securities Laws and the assumptions used in preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and assumptions referred to therein;

(xx) the Company and each of its Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that:

(i) transactions will be executed in accordance with the general or specific authorization of the board of directors of the Company; and

(ii) transactions will be recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;

(yy) the Company is not aware of any material weaknesses in its internal control over financial reporting. The Company maintains a system of disclosure controls and procedures that is designed to provide reasonable assurance that information required to be disclosed by the Company under applicable Securities Laws is recorded, processed, summarized and reported within the time periods specified under applicable Securities Laws and to ensure that information required to be disclosed by the Company under applicable Securities Laws is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure;

(zz) the Company is eligible to file a short form prospectus under, and use the procedures established by, NI 44-101, the Company has fulfilled all requirements to be fulfilled by the Company, including the filing of the documents and all other continuous disclosure materials required to be filed pursuant to applicable Securities Laws, but excluding the preparation and filing of the Preliminary Prospectus, the Prospectus and any Prospectus Amendment, to enable the Offered Subscription Receipts to be offered for sale and sold to the public in all Qualifying Jurisdictions through registrants who have complied with the relevant provisions of applicable Securities Laws;

(aaa) except as described in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment or for such matters as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each of the Company and its subsidiaries has good and marketable title in fee simple to, leasehold interest in, or beneficial ownership of all real property and good title to all personal property owned by it and material to its business, in each case, free and clear of all liens or restrictions of any kind, except such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its Subsidiaries;

(bbb) except as described in the Prospectus or for such matters as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) each of the Company and its subsidiaries owns all rights in or has obtained valid and enforceable licenses or other rights to use the patents, patent applications, inventions, copyrights, know how (including trade secrets and other proprietary or confidential information), trade-marks (both registered and unregistered), trade names or any other intellectual property (collectively, "**Intellectual Property**") which is used for the conduct of its business as currently carried on, free and clear of any liens or other adverse claims or interest of any kind or nature affecting the assets of its business; and (ii) to the knowledge of the Company, there is no infringement by third parties of any Intellectual Property to be then owned, licensed or commercialized by the Company;

(ccc) with respect to forward-looking information contained in or incorporated by reference in the Preliminary Prospectus, the Prospectus and any Prospectus Amendment: (i) the Company has a reasonable basis for the forward-looking information; and (ii) all material forward-looking information is identified as such and identifies applicable material risk factors that could cause actual results to differ materially from the forward-looking information, and the material factors or assumptions used to develop forward-looking information are accurately stated;

(ddd) the Transfer Agent, at its office in Calgary, Alberta, is the duly appointed transfer agent of the Common Shares, and, if applicable, at the Closing Date will be the duly appointed transfer agent of the Receipt Shares;

(eee) the Subscription Receipt Agent, at its office in Toronto, Ontario, is the duly appointed as the subscription receipt agent under the Subscription Receipt Agreement;

(fff) the representations and warranties of the Company and its Subsidiary, FTL UK Acquisition Company Limited, in the Acquisition Agreement are materially true and correct subject to the qualifications and exceptions set out therein;

(ggg) to the knowledge of the Company, the representations and warranties of and relating to Star Mayan in the Acquisition Agreement and the Warranty Deeds are materially true and correct subject to the qualifications and exceptions set out therein;

(hhh) the Company has no knowledge of any facts or circumstances that would cause it to believe that (i) the Acquisition will not be completed prior to the Closing Date, (ii) the Acquisition Agreement will be terminated, or (iii) the Acquisition will not be completed in accordance with the terms and conditions of the Acquisition Agreement and otherwise in accordance with the disclosure in the Offering Documents;

(iii) to the knowledge of the Company, it has made available to the Underwriters copies or summaries of all non-public information about the business and affairs of Star Mayan provided to it or its advisors by Star Mayan or Star Mayan's advisors that is material to the Company taken as a whole, and obtained through the Company's due diligence process; and

(jjj) the Company has provided to the Underwriters a true and complete copy of the Acquisition Agreement, including all schedules and exhibits thereto.

Section 9. Underwriting Fee

(1) In consideration of the Underwriters' agreement to purchase the Initial Subscription Receipts and the Additional Subscription Receipts, if any, which will result from the acceptance by the Company of this offer, the Company agrees to pay to the Underwriters a fee of $1.382 per Initial Subscription Receipt and Additional Subscription Receipt (provided the Escrow Release Conditions are satisfied) purchased by the Underwriters from the Company (the "**Underwriting Fee**"), which Underwriting Fee shall be inclusive of the "step-up fee" payable to the Lead Underwriter, as sole bookrunner. The Underwriting Fee shall be payable as provided for in Section 10 and as follows:

(a) at the Closing Time on the Closing Date, a fee of $0.691 per Initial Subscription Receipt for each Initial Subscription Receipt purchased;

(b) at the Over-Allotment Closing Time, a fee of $0.691 per Additional Subscription Receipt for each Additional Subscription Receipt purchased (or if the Escrow Release Conditions have been satisfied prior to or concurrently with the Over-Allotment Closing Time, $0.691 per Over-Allotment Share for each Over-Allotment Share purchased); and

(c) at the time of the release of the Escrowed Proceeds held by the Subscription Receipt Agent to the Company pursuant to the Subscription Receipt Agreement, if applicable, a fee of $0.691 per Initial Subscription Receipt purchased and, if applicable, $0.691 per Additional Subscription Receipt or Over-Allotment Share purchased.

For greater certainty, if the Escrow Release Conditions are not satisfied, the aggregate Underwriting Fee payable with respect to the Offered Subscription Receipts will be limited to, and shall consist solely of, the amount payable at the Closing Time on the Closing Date and, if applicable, at the Over-Allotment Closing Time, as set forth in Section 9(1)(a) and Section 9(1)(b) above.

Section 10. Closing

(1) The purchase and sale of the Initial Subscription Receipts and any Additional Subscription Receipts or Over-Allotment Shares, shall be completed at the Closing Time or the Over-Allotment Closing Time, as the case may be, by virtual exchange of documents or at such other place as the Underwriters and the Company may agree upon.

(2) At the Closing Time or the Over-Allotment Closing Time, as the case may be, the Company shall duly and validly deliver (or cause to be delivered) to the Underwriters an electronic deposit representing the Initial Subscription Receipts or the Additional Subscription Receipts or the Over-Allotment Shares, as the case may be, registered in the name of CDS & Co., or in such other name or names as the Lead Underwriter may direct the Company in writing not less than 48 hours prior to the Closing Time or the Over-Allotment Closing Time, as the case may be. Alternatively, if agreed to by the Company and the Lead Underwriter, at the Closing Time or Over-Allotment Closing Time, as the case may be, the Company shall deliver to the Underwriters one or more global or definitive certificates representing the Initial Subscription Receipts or the Additional Subscription Receipts or Over-Allotment Shares, as the case may be, registered in the name of CDS & Co. or in such other name or names as the Lead Underwriter may direct the Company in writing not less than 48 hours prior to the Closing Time or the Over-Allotment Closing Time, as the case may be.

(3) In either case, delivery by the Company of the Initial Subscription Receipts or the Additional Subscription Receipts or Over-Allotment Shares shall be against payment by the Underwriters to the Subscription Receipt Agent or as otherwise directed by the Company in writing of the aggregate purchase price for the Initial Subscription Receipts or the Additional Subscription Receipts, as the case may be, less 50% of the applicable Underwriting Fee, by wire transfer of immediately available funds together with a receipt signed by the Lead Underwriter for such Initial Subscription Receipts or the Additional Subscription Receipts or Over-Allotment Shares, as the case may be, and acknowledging receipt of payment of 50% of the applicable Underwriting Fee.

(4) The Company shall:

(a) advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Prospectus and any Prospectus Amendment has been filed and an MRRS decision document has been obtained and will provide evidence satisfactory to the Underwriters of each filing and the issuance of each MRRS decision document;

(b) advise the Underwriters, promptly after receiving notice or obtaining knowledge, of: (i) the issuance by any Securities Commission of any order suspending or preventing the use of the Preliminary Prospectus, the Prospectus or any Prospectus Amendment; (ii) the suspension of the qualification of the Offered Subscription Receipts for offering or sale in any of the Qualifying Jurisdictions; (iii) the institution, threatening or contemplation of any proceeding for any of those purposes; or (iv) any requests made by any Securities Commission for amending or supplementing the Prospectus or for additional information, and will use commercially reasonable best efforts to prevent the issuance of any such order and, if any such order is issued, to obtain the withdrawal of the order promptly;

(c) use its commercially reasonable best efforts to promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriters may reasonably require from time to time for the purpose of giving effect to this Agreement and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement and the transactions contemplated by the Prospectus and any Prospectus Amendment;

(d) not agree to (i) waive any material provision of the Acquisition Agreement, in whole or in part or (ii) make any material amendments to the terms and conditions of the Acquisition Agreement, in each case, without the consent of the Lead Underwriter, on behalf of the Underwriters, such consent not to be unreasonably withheld or delayed;

(e) if a Termination Event occurs, deposit, in a manner and within such time periods as prescribed by the Subscription Receipt Agreement, such funds as are necessary for payment in full to holders of Offered Subscription Receipts of such amounts payable pursuant to the terms of the Subscription Receipt Agreement, including, for greater certainty, (i) any portion of the gross proceeds of the offering not deposited with the Subscription Receipt Agent as part of the Escrowed Proceeds and (ii) the amount by which the aggregate Dividend Equivalent Payments made or to be made to holders of Offered Subscription Receipts pursuant to the Subscription Receipt Agreement exceeds the Earned Interest;

(f) if a Termination Event has occurred, provide the Lead Underwriter, on behalf of the Underwriters, a written notice stating that such Termination Event has occurred; and

(g) apply the net proceeds from the offering in accordance with the disclosure set out under the heading "Use of Proceeds" in the Prospectus.

(5) The applicable terms, conditions and provisions of this Agreement (including the provisions of Section 11 relating to closing deliveries) shall apply *mutatis mutandis* to the issuance of any Additional Subscription Receipts or Over-Allotment Shares, as the case may be, pursuant to any exercise of the Over-Allotment Option.

(6) In the event that the Closing Date or the closing of the Over-Allotment Option occurs after May 30, 2025 (being the record date for the May dividend on the Company's Common Shares (the "**May 2025 Dividend**")), the Company shall pay to the Underwriters the May 2025 Payment for payment to the purchasers of the Initial Subscription Receipts, Additional Subscription Receipts or Over-Allotment Shares, as applicable, as a refund of a portion of the purchase price paid by the purchasers of the applicable Initial Subscription Receipts, Additional Subscription Receipts or Over-Allotment Shares. The May 2025 Payment shall be made on the later of: (i) the Closing Date or the closing of the Over-Allotment Option, as applicable; and (ii) the date the payment for the May 2025 Dividend is made to the holders of Common Shares (which payment date is expected to be June 13, 2025).

Section 11. Conditions Precedent

(1) The following are conditions precedent to the obligation of the Underwriters hereunder to purchase the Offered Subscription Receipts, which conditions may be waived in writing in whole or in part by the Underwriters:

(a) the Company will deliver to the Underwriters, at the Closing Time, a certificate dated the Closing Date, addressed to the Underwriters and signed by the President and Chief Executive Officer and the Chief Financial Officer of the Company, certifying for and on behalf of the Company after having made due inquiry and having carefully examined the Preliminary Prospectus, the Prospectus and any Prospectus Amendment, to the effect that:

(i) the Company has complied in all material respects with all covenants and satisfied in all material respects all terms and conditions of this Agreement to be complied with or satisfied by it at or prior to the Closing Time;

(ii) the representations and warranties of the Company contained herein are true and correct in all material respects (except for those representations and warranties that are subject to a materiality qualification, which shall be true and correct in all respects) as of the Closing Time with the same force and effect as if made at and as of the Closing Time;

(iii) there are no actions, suits, proceedings or inquiries pending or threatened against or affecting the Company, at law or in equity or before or by any Governmental Authority, which results in an adverse material change;

(iv) no order, ruling or determination having the effect of ceasing or suspending the sale of or trading in the Offered Subscription Receipts in any of the Qualifying Jurisdictions has been issued and is continuing in effect and no proceedings for such purpose have been commenced, are pending or, to the knowledge of the person or persons signing such certificate, contemplated or threatened; and

(v) there has been no material adverse change (actual, anticipated, contemplated or threatened (of which it is aware), whether financial or otherwise), to such date in the condition of the Company from that disclosed in the Preliminary Prospectus, the Prospectus or any Prospectus Amendment;

each of these matters will in fact be true and correct at the Closing Time;

(b) the Underwriters will have received, at the Closing Time, certificates dated the Closing Date signed by those senior officers of the Company as may be acceptable to the Underwriters, acting reasonably, in form and content satisfactory to the Underwriters, acting reasonably, with respect to the following:

(i) the constating documents of the Company;

(ii) the resolutions of the directors of the Company, relevant to the allotment, issue and sale of the Offered Subscription Receipts; and

(iii) the incumbency and signatures of signing officers of the Company, as the case may be;

(c) the Underwriters will have received, at the Closing Time, an executed copy of the Subscription Receipt Agreement, in form and substance satisfactory to the Underwriters;

(d) the Underwriters will have received, at the Closing Time, a certificate, dated the Closing Date signed by the chief financial officer of the Company, certifying on behalf of the Company and without personal liability, that based on her knowledge, the financial statements of the Company incorporated by reference in, and other financial information included in the Preliminary Prospectus, Prospectus, any Prospectus Amendment and in the Documents Incorporated by Reference, fairly present in all material respects the financial condition and results of operations of the Company and the Subsidiaries as of and for such dates and periods presented in such financial statement, Preliminary Prospectus, Prospectus, any Prospectus Amendment and in the Documents Incorporated by Reference and with respect to certain financial data contained in the Preliminary Prospectus, Prospectus, any Prospectus Amendment and in the Documents Incorporated by Reference, providing “management comfort” with respect to such information, in form and substance reasonably satisfactory to the Underwriters;

(e) at the Closing Time, no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Company or prohibiting the sale of the Offered Subscription Receipts or any of the Company’s issued securities being issued and no proceeding for such purpose being pending or, to the knowledge of the Company, threatened by any Securities Commission or the TSX;

(f) the Company shall have provided to the Underwriters, at the Closing Time, evidence that the Offered Subscription Receipts and Receipt Shares have been conditionally accepted for listing by the TSX, subject only to satisfaction by the Company of the conditions usually imposed by the TSX, which are customarily satisfied post-closing;

(g) the Company shall have provided to the Underwriters evidence as to the appointment of the Subscription Receipt Agent as the registrar and transfer agent for the Offered Subscription Receipts, and the Underwriters shall have received written confirmation from the Transfer Agent of the number of Common Shares issued and outstanding as at the end of the business day on the date prior to the Closing Date (without giving effect to the issuance of the Receipt Shares);

(h) the Underwriters, the Company and the directors of the Company shall have received, at the Closing Time, one or more letters from each of (i) PwC, in its capacity as auditor of the Company, and (ii) Cooper Parry Group Limited, in its capacity as auditor of Star Mayan, updating their respective letters referred to in Section 4(1)(d) to the Closing Time, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, provided that such letter(s) shall be based on a review by PwC having a cut-off date not more than two (2) business days prior to the Closing Date;

(i) the Underwriters and their counsel shall have received, at the Closing Time, favourable legal opinions dated as of the Closing Date addressed to the Underwriters and their counsel from the Company's Canadian counsel in form and content to the satisfaction of the Underwriters' counsel, acting reasonably, with respect to the following:

(i) the Company has been duly incorporated and is existing as a corporation under the laws of the Province of Alberta, and the Company has all corporate power and authority to carry on its business and to own or lease its properties and assets as described in the Prospectus and to execute, deliver and perform its obligations under this Agreement;

(ii) all necessary actions have been taken by the Company to authorize the execution and delivery of this Agreement, the Subscription Receipt Agreement and the Acquisition Agreement and the execution, delivery and filing of the Preliminary Prospectus, the Prospectus and any Prospectus Amendment as required under Securities Laws in each of the Qualifying Jurisdictions;

(iii) each of this Agreement, the Acquisition Agreement and the Subscription Receipt Agreement has been duly executed and delivered by the Company, and constitutes legal, valid and binding obligations of the Company, as applicable, enforceable against it in accordance with its terms;

(iv) the directors of the Company have been appointed as directors of the Company in accordance with the terms and provisions of the Company's articles and by-laws and have the power under the Company's articles and by-laws to execute, deliver and perform its obligations under this Agreement and to issue, sell and deliver the Offered Subscription Receipts and grant the Over-Allotment Option;

(v) all necessary actions have been taken by or on behalf of the directors of the Company to validly create, issue, sell and deliver the Offered Subscription Receipts to the Underwriters and upon the Company having received payment of the purchase price therefore, the Receipt Shares will be validly authorized and issued and outstanding, fully paid and non-assessable securities of the Company;

(vi) the issue and sale by the Company of the Offered Subscription Receipts and the performance of and compliance by the Company with the terms of this Agreement does not and will not conflict with or result in a breach of, or constitute a default under any applicable laws in Alberta or any laws of Canada applicable therein or any term or provision of the Company's articles and by-laws or resolutions of the directors or Shareholders;

(vii) the authorized capital of the Company as at the Closing Time;

(viii) the attributes of the Offered Subscription Receipts are consistent in all material respects with the descriptions thereof in the Preliminary Prospectus, Prospectus and any Prospectus Amendment;

(ix) the issuance of the underlying Common Shares pursuant to the terms of the Offered Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement, will be exempt from the prospectus and registration requirements under applicable Securities Laws and no other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations under applicable laws of the Qualifying Jurisdictions is required to be obtained to permit such issuance;

(x) that the first trade by a holder of underlying Common Shares issued pursuant to the terms of the Offered Subscription Receipts will not be a distribution, provided that such trade is not a "control distribution" as that term is defined in National Instrument 45-102 – Resale of Securities at the time of such trade;

(xi) each of the Preliminary Prospectus, the Prospectus and any Prospectus Amendment, in both the French and English languages and the execution and filing of each of the Preliminary Prospectus, the Prospectus and any Prospectus Amendment, in both the French and English languages with the Securities Commissions, have been duly approved and authorized by the directors of the Company, and the Preliminary Prospectus, the Prospectus and any Prospectus Amendment, in both the French and English languages have been duly executed by and on behalf of the Company;

(xii) all necessary documents have been filed, all requisite proceedings have been taken and all other legal requirements have been fulfilled by the Company under the Securities Laws of the Qualifying Jurisdictions in order to qualify the distribution of the Offered Subscription Receipts to the public in the Qualifying Jurisdictions through registrants registered under applicable laws of the Qualifying Jurisdictions who have complied with the relevant provisions of such applicable laws;

(xiii) all the laws of the Province of Québec relating to the use of the French language (other than those relating to verbal communication) will have been complied with in connection with the offering of the Offered Subscription Receipts including those issuable upon exercise of the Over-Allotment Option to purchasers in such province if such purchasers received a copy of the Preliminary Prospectus, the Prospectus and any Prospectus Amendment and forms of order and confirmation in the French language only or a copy of each of such documents in the French language and in the English language, provided that such documents in the English language may be delivered, without delivery of the French language versions thereof, to physical persons in the Province of Québec who have expressly requested them in writing;

(xiv) the Transfer Agent, at its office in the city of Calgary, Alberta has been duly appointed as the transfer agent and registrar for the Common Shares;

(xv) the Subscription Receipt Agent, at its office in Toronto, Ontario, has been duly appointed as the subscription receipt agent under the Subscription Receipt Agreement;

(xvi) the statements concerning tax matters under the heading "Eligibility for Investment" in the Prospectus are accurate; and

(xvii) there are no actual legal or governmental proceedings to which the Company was or is a party or to which any of the material properties of the Company was or is subject that are required to be described in the Prospectus and are not so described;

(j) the Underwriters shall have received, at the Closing Time, favourable legal opinions from legal counsel to the Company acceptable to the Underwriters and their counsel, regarding the Subsidiaries in a form acceptable to the Underwriters and their legal counsel, acting reasonably, to the effect set out below:

(i) the Subsidiaries having been duly organized and validly existing under its respective jurisdiction of formation or organization (as applicable);

(ii) the Subsidiaries having the corporate power and capacity to own and lease its properties and assets and to conduct its businesses as described in the Prospectus; and

(iii) as to the authorized and issued share capital or limited partnership interests of each of its Subsidiaries, as applicable, all of which are owned by the Company or its Subsidiaries;

(k) in the event that any sales of the Offered Subscription Receipts are made in the United States pursuant to this Agreement, the Underwriters shall have received, at the Closing Time, favourable legal opinions from U.S. legal counsel to the Company acceptable to the Underwriters and their counsel, to the effect that no registration under the U.S. Securities Act and the rules and regulations thereunder, is required for the offer, sale and delivery of the Offered Subscription Receipts to the Underwriters or the initial re-offer and resale by the Underwriters through the U.S. Affiliates in the United States, it being understood that such counsel need not express its opinion with respect to any subsequent resales of the Offered Subscription Receipts and the Receipt Shares;

(l) all authorizations and approvals shall have been obtained by the Company for the execution, delivery and performance by such parties of this Agreement and for the issuance and sale of the Offered Subscription Receipts and the Receipt Shares;

(m) the representations and warranties of the Company contained herein being true and correct in all material respects (except for those representations and warranties that are subject to a materiality qualification, which shall be true and correct in all respects) as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby;

(n) the Company having complied in all material respects with all covenants contained herein and satisfied all terms and conditions contained herein to be complied with and satisfied by it at or prior to the Closing Time;

(o) the Underwriters receiving certificates of status and/or compliance, where issuable under applicable law, for the Company and each of its Subsidiaries, each dated within one (1) business day prior to the Closing Date;

(p) the Acquisition Agreement shall not have been amended, and no material provision of the Acquisition Agreement shall have been waived or modified in any respect, in each case without the written consent of the Lead Underwriter; and

(q) the Underwriters shall have received such other certificates, opinions, agreements, materials or documents in form and substance satisfactory to the Underwriters as the Underwriters may reasonably request.

For greater certainty, the letter with respect to the Company’s information to be delivered pursuant to paragraph (h) above shall be updated to reflect any additional financial and accounting information as may be contained in any document incorporated by reference into any Prospectus or Prospectus Amendment after the date thereof but prior to the Closing Date; and provided further that PwC shall deliver updates of such letter, as applicable, to reflect any further financial and accounting information as may be contained in any document incorporated by reference into any Prospectus or Prospectus Amendment after the Closing Date but prior to the completion of the distribution of the Offered Subscription Receipts within two business days next following the date of each such incorporation by reference.

The foregoing documents shall be in form and substance satisfactory to the Underwriters and their counsel, acting reasonably. Counsel for the Underwriters may rely upon the opinions of counsel for the Company and any underlying certificates and counsel for the Underwriters and counsel for the Company and may rely upon the opinions of local counsel as to all matters not governed by the laws of the respective jurisdictions in which they are qualified to practice, and may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of the Company, the Transfer Agent, auditors and public officials, and the opinions of counsel may be subject to usual qualifications as to enforceability.

Section 12. Termination of Purchase Obligation

(1) In addition to any other remedies which may be available to the Underwriters, each Underwriter shall be entitled, at its option, to terminate and cancel, without any liability on the Underwriter's part, the Underwriter's obligations under this Agreement at any time prior to the Closing Time if:

(a) there should occur or commence, or be announced or threatened, any inquiry, action, suit, investigation or other proceeding (whether formal or informal); or any order is issued by any Governmental Authority; or any law or regulation is promulgated, changed or announced; which in the opinion of an Underwriter, acting reasonably, is expected to prevent or materially restrict the trading in or the distribution of the Offered Subscription Receipts or any other securities of the Company or would be reasonably expected to have a material adverse effect on the market price or value of the Offered Subscription Receipts or other securities of the Company;

(b) there shall occur any material change or changes (actual, imminent or reasonably expected, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or control of the Company, or any change in a material fact or the Underwriters become aware of any undisclosed material information which in the reasonable opinion of the Underwriter, acting reasonably, would have, or would be expected to have, a material adverse effect on the market price or value of the Offered Subscription Receipts or any securities of the Company;

(c) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any action by government, law, regulation, inquiry or other occurrence of any nature whatsoever which, in the reasonable opinion of the Underwriters (or any of them), seriously adversely affects or will seriously adversely affect Canadian or U.S. financial markets or the business, operations or affairs of the Company and its Subsidiaries, taken as a whole; or

(d) if, after the date hereof and prior to the Closing Time, a Termination Event has occurred.

(2) Any such termination shall be effected by giving written notice to the Company (and, in the event of a termination by less than all of the Underwriters, with notice by the terminating Underwriter(s) to the Lead Underwriter) at any time prior to the Closing Time. In the event of a termination by any of the Underwriters pursuant to this Section 12(1), there shall be no further liability on the part of such Underwriter and the Company except in respect of the payment of such of the expenses in accordance with Section 15 and any liability of the Company to the Underwriters which may have arisen or may thereafter arise under Section 14. A notice of termination given by an Underwriter under this Section 12 shall not be binding upon any other Underwriter who has also not executed such notice.

Section 13. Conditions

(1) All terms and conditions of this Agreement shall be construed as conditions, and any breach of or failure to comply in any material respect with any of such terms or conditions which are for the benefit of the Underwriters shall entitle the Underwriters to terminate their obligations to purchase the Offered Subscription Receipts by giving notice in writing to that effect to the Company at or prior to the Closing Time. The Underwriters may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to their rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing and signed by each of the Underwriters.

Section 14. Indemnification

(1) The Company hereby covenants and agrees to indemnify and hold harmless each of the Underwriters and each of their respective directors, officers, employees and agents (each an "**Indemnified Party**") from and against all liabilities, claims, demands, losses (other than loss of profit in connection with the distribution of the Offered Subscription Receipts or other indirect or consequential damages or claims), costs, damages and expenses, including all amounts paid (with the consent of the Company not to be unreasonably withheld) to settle actions or satisfy judgments or awards and all legal fees and expenses, in any way caused by or arising directly or indirectly from or in consequence of:

(a) any information or statement (except any information or statement relating solely to any or all of the Underwriters provided by the Underwriters, and furnished by them specifically for use in such documents) contained in the Preliminary Prospectus, the Prospectus or any Prospectus Amendment or in any other document or material filed or delivered pursuant hereto being or being alleged to be a misrepresentation or untrue statement, or any omission or alleged omission to state therein any fact or information (except facts or information relating solely to any or all of the Underwriters provided by the Underwriters, and furnished by them specifically for use in such documents) required to be stated therein or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;

(b) any order made or any inquiry, investigation or proceeding commenced or threatened by any Securities Commission or any Governmental Authority based upon any actual or alleged failure to comply with any of the Securities Laws or any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to any or all of the Underwriters) in the Preliminary Prospectus, the Prospectus or in any Prospectus Amendment or in any other document or material filed or delivered pursuant hereto, preventing or restricting trading in the Company's securities or the distribution of the Offered Subscription Receipts or any of them in any of the Qualifying Jurisdictions;

(c) any breach of or default under any of the representations, warranties, covenants, or agreements of the Company contained herein or delivered pursuant hereto; or

(d) the Company not complying with any requirement of applicable Securities Laws or U.S. Securities Laws in connection with the transactions contemplated hereby; and

the Company will reimburse the Indemnified Parties for all costs, charges and expenses, as incurred, which any of them may pay or incur in connection with investigating or disputing any claim or action related thereto. This indemnity will be in addition to any liability which the Company may otherwise have. For the purpose of this Section 14, the Company shall be referred to as the "**Indemnitor**".

(2) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in Section 14(1) is unavailable, in whole or in part, for any reason to an Indemnified Party in respect of any liabilities, claims, demands, losses, costs, damages and expenses referred to therein, the Indemnitor shall contribute to the amount paid or payable (or, if such indemnity is unavailable only in respect of a portion of the amount so paid or payable, such portion of the amount so paid or payable) by such Indemnified Party as a result of such liabilities, claims, demands, losses, costs, damages and expenses:

(a) in such proportion as is appropriate to reflect the relative benefits received by the Indemnitor on the one hand and the Underwriters on the other hand from the distribution of the Offered Subscription Receipts; or

(b) if the allocation provided by clause 14(2)(a) above is not permitted by applicable law, in such proportion as is appropriate to reflect the relative fault of the Indemnitor on the one hand and the Underwriters on the other hand in connection with the matters or things referred to in Section 14(1) which resulted in such liabilities, claims, demands, losses, costs, damages or expenses, as well as any other relevant equitable considerations;

provided that each Underwriter shall not in any event be liable to contribute any amount in excess of the lesser of its share of the underwriting fee and any portion thereof actually received. The relative benefits received by the Indemnitor on the one hand and the Underwriters on the other hand shall be deemed to be in the same proportion as the total proceeds from the distribution of the Offered Subscription Receipts is to the underwriting fee received by the Underwriters. The relative fault of the Indemnitor on the one hand and of the Underwriters on the other hand shall be determined by reference to, among other things, whether the matters or things referred to in Section 14(1) which resulted in such liabilities, claims, demands, losses, costs, damages and expenses relate to information supplied by or steps or actions taken or done or not taken or done by or on behalf of the Indemnitor or to information supplied by or steps or actions taken or done or not taken or done by or on behalf of the Underwriters and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission, misrepresentation, or other matter or thing referred to in Section 14(1). The Indemnitor and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 14(2) were determined by any method of allocation which does not take into account the equitable considerations referred to in this Section 14(2).

(3) If any matter or thing contemplated by this Section 14 shall be asserted against any Indemnified Party, such Indemnified Party shall notify the Indemnitor and the Underwriters as soon as possible of the nature of such claim (provided that any failure to so notify the Indemnitor shall not relieve the Indemnitor of liability under this Section 14 except to the extent actually prejudiced by such delay) and the Indemnitor shall be entitled (but not required) to assume the defence of any suit or proceeding brought to enforce such claim. Any such defence shall be through legal counsel acceptable to the Indemnified Party (whose acceptance shall not be unreasonably withheld or delayed) and no admission of liability or settlement shall be made by the Indemnitor or any Indemnified Party in respect of the claim against any Indemnified Party without, in each case, the prior written consent of each of the Underwriters, such consent not to be unreasonably withheld or delayed. An Indemnified Party shall have the right to retain separate counsel in any such suit or proceeding and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the Indemnitor fail to assume the defence of such suit or proceeding on behalf of the Indemnified Party within a reasonable period of time, or (ii) the retention of such counsel has been authorized in writing by the Indemnitor, or (iii) the named parties to any such suit or proceeding include the Indemnified Party as well as the Indemnitor and the Indemnified Party shall have received a written opinion from counsel acceptable to the Indemnitor, acting reasonably, that there may be one or more legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor and which cannot reasonably be maintained by one law firm that represents both the Indemnified Party and the Indemnitor (in which case, if such Indemnified Party notifies the Indemnitor in writing that it elects to retain separate counsel at the expense of the Indemnitor, the Indemnitor shall not have the right to assume the defence of such suit or proceeding on behalf of the Indemnified Party and shall be liable to pay the fees and expenses of counsel for the Indemnified Party; provided, however, that the Indemnitor shall not, in connection with any one such action or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one law firm for all such Indemnified Parties). The Indemnified Party shall provide the Indemnitor copies of all documents and information pertaining to the claim, take all actions necessary to preserve its rights to object to or defend against the claim, consult and co-operate with the Indemnitor in determining whether the claim and any legal proceeding resulting therefrom should be resisted, compromised or settled and co-operate and assist in any negotiations to compromise or settle or in any defence of a claim undertaken by the Indemnitor. The Indemnitor shall not be liable for any settlement of any action or proceeding effected without their written consent.

(4) The rights provided in this Section 14 shall be in addition to and not in derogation from any other rights which the Underwriters may have by statute or otherwise at law.

(5) The rights of indemnity in favour of the Underwriters, their directors, officers, employees or agents contained in this Section 14 in respect of a claim based on a misrepresentation or omission or alleged misrepresentation or omission in the Preliminary Prospectus, the

Prospectus or Prospectus Amendment shall not apply if the Indemnitor have complied with Section 5(1) and Section 5(2) and, if applicable, Section 6 hereof, and the person asserting that claim was not provided with a copy of the Preliminary Prospectus, the Prospectus or any Prospectus Amendment (as required under applicable Securities Laws) which corrects such misrepresentation or omission or alleged misrepresentation or omission.

(6) The Company and the Underwriters hereby acknowledge and agree that, with respect to Section 14 hereof, the Underwriters are contracting on their own behalf and as agents for their directors, officers, employees and agents (collectively, the "**Beneficiaries**"). In this regard, each of the Underwriters shall act as trustee for the Beneficiaries of the covenants of the Company under Section 14 hereof with respect to the Beneficiaries and accepts these trusts and shall hold and enforce such covenants on behalf of the Beneficiaries.

Section 15. Expenses

(1) Subject to Section 15(2), whether or not the transactions contemplated by this Agreement are completed, all expenses of or incidental to the creation, issue and offering of the Offered Subscription Receipts shall be borne by the Company or a subsidiary entity including expenses payable in connection with the qualification of the Offered Subscription Receipts for distribution in the Qualifying Jurisdictions, the fees and expenses of counsel for the Company, the fees and expenses of U.S. counsel for the Company, the fees and expenses of the auditors for the Company, stock exchange listing fees, and all costs incurred in connection with the preparation, translation, printing and delivery of the Preliminary Prospectus, the Prospectus and any Prospectus Amendment. Subject to Section 15(2), the fees and disbursements of counsel to the Underwriters and the Underwriters' "out of pocket" expenses shall be borne by the Underwriters.

(2) If the transactions contemplated by this Agreement are not completed due to any failure of the Company to comply with terms of this Agreement, the reasonable out-of-pocket expenses incurred by the Underwriters, including the fees, taxes and disbursements of legal counsel for the Underwriters and the Underwriters' "out-of-pocket" expenses for marketing, shall also be borne by the Company or a subsidiary entity.

Section 16. Several Obligations

(1) The Underwriters' obligations to purchase the Initial Subscription Receipts at the Closing Time shall be several and not joint or joint and several and the Underwriters' respective obligations in this respect shall be limited to the following percentages of the aggregate amount of Initial Subscription Receipts to be purchased at the Closing Time:

TD Securities Inc.	40%
National Bank Financial Inc.	11%
Raymond James Ltd.	11%
ATB Securities Inc.	7%
BMO Nesbitt Burns Inc.	7%
CIBC Capital Markets	7%

Acumen Capital Finance Partners Limited	5%
Cormark Securities Inc.	5%
Stifel Nicolaus Canada Inc.	5%
Leede Financial Inc.	2%

If on the Closing Date one or more of the Underwriters shall fail or refuse to purchase its respective percentage set forth above of the aggregate number of the Initial Subscription Receipts then, subject to Section 16(2), the non-defaulting Underwriters shall have the right, but shall not be obligated to purchase their pro-rata portion of the Initial Subscription Receipts which otherwise would have been purchased by the Underwriter(s) which fail(s) to purchase. If, with respect to the Initial Subscription Receipts, the non-defaulting Underwriters elect not to exercise such right to assume the entire obligation of the defaulting Underwriter(s), then the Company shall have the right to terminate their obligations hereunder without liability on their part except under Section 14 and Section 15 hereof in respect of the non-defaulting Underwriters. In any such case the non-defaulting Underwriters or the Company shall have the right to postpone the Closing Date for such period, not exceeding five business days, in order that the required changes, if any, in the Prospectus or in any other documents or arrangements may be effected. Nothing in this Section 16(1) shall oblige the Company to sell to any or all of the Underwriters less than all of the Initial Subscription Receipts or shall relieve any of the Underwriters in default hereunder from liability to the Company.

(2) In the event that the percentage of Initial Subscription Receipts which have not been purchased by the defaulting Underwriter(s) is less than or equal to 10% of the aggregate number of Initial Subscription Receipts being purchased then each of the non-defaulting Underwriters shall severally purchase on the Closing Date a pro-rata portion of such Initial Subscription Receipts according to the number of Initial Subscription Receipts to have been acquired by the non-defaulting Underwriters under this Agreement, or in any other proportion agreed upon in writing by such Underwriters as set forth in Section 16(1).

Section 17. Restrictions on Further Issues or Sales

(1) During the period beginning on the Closing Date and ending on the date that is 90 days after the Closing Date, the Company shall not, directly or indirectly, without the prior written consent of the Lead Underwriter, on behalf of the Underwriters, whose consent shall not be unreasonably withheld: (a) create, allot, authorize, offer, issue, secure, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise lend, transfer or dispose of, directly or indirectly, any Common Shares, rights to purchase such Common Shares or any securities convertible into or exercisable or exchangeable for such Common Shares, including subscription receipts; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such common shares, whether any such transaction described in clause (a) or (b) is to be settled by delivery of such Common Shares or such other securities or interests, in cash or otherwise, or agree to do any of the foregoing or publicly announce any intention to do any of the foregoing, other than:

(i) the Offered Subscription Receipts, Receipt Shares, Additional Subscription Receipts or Over-Allotment Shares, if any;

(ii) as may be granted or issued under the Company's long-term incentive plans or any other share-based compensation arrangement of the Company, in each case as disclosed in the Prospectus or Prospectus Amendment;

(iii) to satisfy existing instruments issued or pursuant to obligations of the Corporation in respect of other agreements in force as of the date hereof; or

(iv) securities issued in connection with an arms' length acquisition, merger, consolidation or amalgamation with any person or persons as long as the party receiving such securities agrees to be bound by the terms of this clause.

Section 18. Actions by Underwriters

All steps which must or may be taken by the Underwriters in connection with this Agreement, with the exception of the steps contemplated by Section 12 and Section 14 hereof, may be taken by the Lead Underwriter on its own behalf and on behalf of the Underwriters, and each of the Underwriters authorizes the Company to deal solely with, and to accept notification from, the Lead Underwriter with respect to any such steps on behalf of the Underwriters. The Lead Underwriter shall use its commercially reasonable efforts to consult with the Underwriters prior to taking any action on their behalf, and shall in any event advise the Underwriters of steps taken on their behalf.

Section 19. TMX Group

The Company hereby acknowledges that certain of the Underwriters, or affiliates thereof, may from time to time own or control an equity interest in TMX Group Limited ("**TMX Group**") and may from time to time have a nominee director serving on the TMX Group's board of directors. As such, such investment dealer may be considered to have an economic interest in the listing of securities on any exchange owned or operated by TMX Group, including the TSX, the TSX Venture Exchange and the TSX Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of any such dealer supplying or continuing to supply a product or service.

Section 20. No Fiduciary Duty

The Company hereby acknowledges that (a) the purchase and sale of the Initial Subscription Receipts and any Additional Subscription Receipts pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and each of the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and (c) the Company's engagement of the Underwriters in connection with the offering hereunder and the process leading up to the offering hereunder is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering hereunder (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with the offering hereunder or the process leading thereto.

Section 21. Notices

(1) Any notice or other communication to be given hereunder shall be addressed to:

in the case of notice to the Company:

14903 – 137 Avenue N.W.
Edmonton, Alberta T5V 1R9

Attention: Linda McCurdy
Email: lmccurdy@kbrolinen.com

with, in each case, a copy to:

Stikeman Elliott LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: David Weinberger
Email: dweinberger@stikeman.com

in the case of notice to the Underwriters, c/o the Lead Underwriter:

TD Securities Inc.
66 Wellington Street West
8th Floor
Toronto, Ontario M5K 1A2

Attention: Kevin Kim
Email: kevin.kim@tdsecurities.com

with a copy to:

Goodmans LLP
Barristers & Solicitors
333 Bay Street
Suite 3400
Toronto, Ontario M5H 2S7

Attention: John Connon
Email: jconnon@goodmans.ca

Any notice or other communication shall be in writing and, unless delivered personally to a responsible officer of the addressee, shall be given by email, and shall be deemed to be given at the time emailed or delivered, if emailed or delivered to the recipient on a business day (in the city in which the addressee is located) and before 5:00 p.m. (local time in the city in which the addressee is located) on such business day, and otherwise shall be deemed to be given at 9:00 a.m. (local time in the city in which the addressee is located) on the next following business day (in the city in which the addressee is located). Any party may change its address for notice by notice to the other parties hereto given in the manner herein provided.

Section 22. Miscellaneous

(1) Where any reference is made herein to an act to be performed by, for or on behalf of the Company, such reference shall be construed and applied for purposes as if it referred to an act to be performed by, for or on behalf of the directors of the Company, in their capacity as directors of the Company and where any reference is made herein to an act to be performed by, for on behalf of the directors of the Company, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by, for or on behalf of the directors of the Company in their capacity as directors of the Company. Resort shall be had only to the property and assets of the Company (as opposed to any other assets or property of the directors of the Company or any holder of Common Shares, as applicable) for satisfaction of any obligation or claim arising out of or in connection with any liability or obligation of the Company arising under this Agreement. Neither the holders of Common Shares, as applicable, nor the directors of the Company shall have any personal liability or obligations in respect of the obligations of the Company under this Agreement, and any recourse the Underwriters may have against the Company pursuant to this Agreement shall be solely against the assets of the Company.

(2) The division of this Agreement into articles, sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsection, paragraphs and other subdivisions are to the sections, subsections, paragraphs and other subdivisions of this Agreement.

(3) The representations, warranties and covenants contained in this Agreement shall survive the purchase by the Underwriters of the Offered Subscription Receipts and shall continue in full force and effect unaffected by any subsequent disposition by the Underwriters of the Offered Subscription Receipts and shall not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in connection with the preparation of the Prospectus or any Prospectus Amendment or the distribution of the Offered Subscription Receipts.

(4) This Agreement and the other documents referred to herein constitute the entire agreement between the Underwriters and the Company relating to the subject matter hereof and supersede all prior agreements between the parties with respect to their respective rights and obligations in respect of this offering.

(5) Time shall be of the essence of this Agreement.

(6) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the Courts of the Province of Ontario.

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

(8) This Agreement may be executed (including by facsimile transmission or portable document format (PDF)) in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts, taken together, shall constitute one and the same instrument.

(9) Each of the parties to this Agreement will be entitled to rely on delivery of a PDF copy of this Agreement and acceptance by each party of any such PDF copy will be legally effective to create a valid and binding agreement between the parties to this Agreement in accordance with the terms of this Agreement.

(10) Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.

If the foregoing is acceptable to you, please signify such acceptance by executing and returning the enclosed copy of this letter.

Such acceptance will constitute an agreement for the purchase by the Underwriters and sale by the Company of the Offered Subscription Receipts on the terms set out herein.

Yours very truly,

TD SECURITIES INC.

By: (Signed) “*Kevin Kim*”
Name: Kevin Kim
Title: Director

NATIONAL BANK FINANCIAL INC.

By: (Signed) *“Jon Brenzel”*
Name: Jon Brenzel
Title: Director, Investment Banking

RAYMOND JAMES LTD.

By: (Signed) *“Russell Green”*
Name: Russell Green
Title: Managing Director, Investment Banking

ATB SECURITIES INC.

By: (Signed) *“Tim Hart”*
Name: Tim Hart
Title: Managing Director

BMO NESBITT BURNS INC.

By: (Signed) *“Ryan Kellar”*
Name: Ryan Kellar
Title: Director

CIBC CAPITAL MARKETS

By: (Signed) *“Justin Price”*
Name: Justin Price
Title: Managing Director

ACUMEN CAPITAL FINANCE PARTNERS LIMITED

By: (Signed) *“Jason Tucker”*
Name: Jason Tucker
Title: Managing Director

CORMARK SECURITIES INC.

By: (Signed) *“Peter Charton”*
Name: Peter Charton
Title: Managing Director, Investment Banking

STIFEL NICOLAUS CANADA INC.

By: (Signed) *“Paul Bissett”*
Name: Paul Bissett
Title: Managing Director, Investment Banking

LEEDE FINANCIAL INC.

By: (Signed) *“Michael Lorimer”*
Name: Michael Lorimer
Title: Managing Director, Investment Banking

ACCEPTED this 16th day of May, 2025.

K-BRO LINEN INC.

By: (signed) "*Linda McCurdy*"
Name: Linda McCurdy
Title: Director, President &
Chief Executive Officer

SCHEDULE A
UNITED STATES OFFERS AND SALES

Section 1. Interpretation

(a) As used in this Schedule A, the following terms shall have the meanings indicated:

"**Applicable Time**" means 4:43 p.m. (Toronto time) on May 13, 2025;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S;

"**Foreign Private Issuer**" shall have the meaning ascribed thereto in Rule 405 under the U.S. Securities Act;

"**General Solicitation**" and "**General Advertising**" mean "general solicitation" and "general advertising", respectively, as used in Rule 502(c) under the U.S. Securities Act, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising or in any other manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

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

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

"**Rule 144A**" means Rule 144A adopted by the SEC under the U.S. Securities Act;

"**SEC**" means the United States Securities and Exchange Commission;

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

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

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

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

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

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

"**U.S. Time of Sale Memorandum**" means the U.S. Private Placement Memorandum that includes the Preliminary Prospectus, together with the term sheet dated May 13, 2025.

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

Section 2. Representations, Warranties and Covenants of the Underwriters

Each Underwriter, severally and not jointly, acknowledges that the Offered Subscription Receipts have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold to any person within the United States except pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Underwriter, severally but not jointly, represents, warrants and covenants to and with the Company that:

(a) It has offered and sold and will offer and sell the Offered Subscription Receipts only (i) outside the United States in an "offshore transaction" in accordance with Rule 903 of Regulation S, or (ii) in the United States as provided in this Schedule A. Accordingly, neither the Underwriters, nor their U.S. Affiliates, nor any persons acting on their behalf: (i) have engaged or will engage in any Directed Selling Efforts; or (ii) except as permitted by this Schedule A, have made or will make (x) any offers to sell Offered Subscription Receipts in the United States, or (y) any sale of Offered Subscription Receipts unless at the time the purchaser made its buy order therefor, the Underwriters, their U.S. Affiliates or other person acting on any of their behalf reasonably believed that such purchaser was outside the United States.

(b) Any offer, sale or solicitation of an offer to buy Offered Subscription Receipts that has been made or will be made in the United States, was or will be made only to Qualified Institutional Buyers in transactions that are exempt from registration pursuant to Rule 144A and exempt from registration under all applicable state securities laws. The Underwriters acknowledge that Rule 144A is a resale exemption and, accordingly, any Offered Subscription Receipts sold to Qualified Institutional Buyers pursuant to Rule 144A will be sold by the Company to the Underwriters, as principal, and then resold by the Underwriters to the Qualified Institutional Buyers, with the U.S. Affiliate acting as the Underwriter's selling agent for purposes of the Rule 144A resale transaction.

(c) Immediately prior to soliciting such offerees, the Underwriter and its U.S. Affiliate had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer.

(d) All offers and sales of the Offered Subscription Receipts in the United States by it will be effected by or through a U.S. Affiliate of the Underwriter, duly registered as a broker-dealer under the U.S. Exchange Act and applicable state securities laws (unless exempted from such registration requirements), and will be effected in accordance with all applicable U.S. broker-dealer requirements.

(e) At the Closing Time and the Over-Allotment Closing Time, if applicable, each Underwriter whose U.S. Affiliate offered or sold Offered Subscription Receipts in the United States will provide a certificate, substantially in the form of Exhibit A to this Schedule A relating to the manner of the offer and sale of the Offered Subscription Receipts in the United States; provided that each Underwriter not delivering such a certificate be deemed to have represented and warranted that neither it nor its U.S. Affiliate has offered or sold Offered Subscription Receipts in the United States.

(f) The Underwriter, its U.S. Affiliate and any person acting on their behalf have not and will not use any form of General Solicitation or General Advertising in connection with the offer or sale of the Offered Subscription Receipts in the United States.

(g) The Underwriter or its U.S. Affiliate shall inform any or all purchasers to whom it sells Offered Subscription Receipts in the United States that such securities have not been and will not be registered under the U.S. Securities Act and are being sold to it in reliance on the exemption from registration under the U.S. Securities Act provided by Rule 144A.

(h) The Underwriter shall cause its U.S. Affiliate to deliver a copy of the U.S. Private Placement Memorandum, together with any amendment to the U.S. Private Placement Memorandum, to each of its offerees in the United States at or prior to the time of purchase of the Offered Subscription Receipts and neither the Underwriter nor its U.S. Affiliate will use or provide any other written material in connection with the offer or sale of Offered Subscription Receipts in the United States (other than the Marketing Documents).

(i) The Underwriter has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Subscription Receipts, except with its U.S. Affiliate, or with the prior written consent of the Company. The Underwriter shall cause each of its U.S. Affiliates who may offer to sell Offered Subscription Receipts to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that each U.S. Affiliate complies with, the same provisions as are contained in paragraphs 2(a) through 2(j) of this Schedule A.

(j) As of the Closing Time and as of any Over-Allotment Closing Time, the Underwriter represents that it is not aware of any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any of the Offered Subscription Receipts in the United States, other than such Underwriter and its U.S. Affiliate.

(k) Prior to the Closing Time the Underwriter will provide the Company and its transfer agent with a list of all purchasers of the Offered Subscription Receipts in the United States, or that are purchasing for the account or benefit of purchasers in the United States.

(l) The Underwriter shall deliver to the Company at the Closing Time and the Over-Allotment Closing Time, if applicable, a letter agreement, substantially in the form attached as Exhibit A to the U.S. Private Placement Memorandum, executed by each person who has purchased Offered Subscription Receipts from such Underwriter or its U.S. Affiliate in the United States (each, a "**U.S. Purchaser Letter**" and collectively, the "**U.S. Purchaser Letters**").

Section 3. Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees that:

(a) (i) The U.S. Time of Sale Memorandum as of the Applicable Time does not, and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) the U.S. Private Placement Memorandum, as of its date and on the Closing Date, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that, in each case, the Company makes no representations or warranties as to any Underwriters' Information contained in, or omitted from, such documents.

(b) The Company is a Foreign Private Issuer with no Substantial U.S. Market Interest in any of its securities.

(c) For so long as the Offered Subscription Receipts which have been sold in the United States pursuant hereto are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Company is neither (i) subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act, nor (ii) exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Company shall provide to any holders of the Offered Subscription Receipts which have been sold in the United States pursuant hereto, or to any prospective purchasers of the Offered Subscription Receipts designated by such holders, upon request of such holders or prospective purchasers, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Offered Subscription Receipts to effect resales under Rule 144A, it being understood that no such resales are permitted pursuant to the terms of the U.S. Purchaser Letters).

(d) Neither the Company nor any of its affiliates, nor any person acting on their behalf (other than the Underwriters and their U.S. Affiliates, as to whom no representation and warranty is made) has engaged or will engage in any Directed Selling Efforts with respect to the Offered Subscription Receipts or in any form of General Solicitation or General Advertising with respect to offers or sales of the Offered Subscription Receipts in the United States.

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

(f) The Offered Subscription Receipts are not securities of an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under section 8 of the U.S. Investment Company Act.

(g) The Company is not now, and as a result of the sale of the Offered Subscription Receipts as set forth under the heading "*Use of Proceeds*" in the Offering Documents will not be, an "investment company" as defined in the U.S. Investment Company Act.

(h) Neither the Company nor any of its affiliates, nor any person acting on their behalf (other than the Underwriters and their U.S. Affiliates, as to whom no representation and warranty is made) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the Offering.

(i) None of the Company, its affiliates or any person acting on its or their behalf (other than the Underwriters and their U.S. Affiliates, as to whom no representation and warranty is made) have taken, or will take, any action that would cause the applicable exemptions or exclusions from registration available under Rule 903 of Regulation S or Rule 144A to be unavailable for the offer and sale of the Offered Subscription Receipts pursuant to the Underwriting Agreement.

EXHIBIT A TO SCHEDULE A
UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States of the Offered Subscription Receipts (as defined in the Underwriting Agreement) of K-Bro Linen Inc. (the "**Company**") pursuant to the Underwriting Agreement dated May 16, 2025 between the Company and the Underwriters named therein (the "**Underwriting Agreement**"), each of the undersigned hereby certifies as follows:

(a) [**Name of U.S. Affiliate**] is a duly registered broker-dealer with the United States Securities and Exchange Commission and is a member of and in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof;

(b) each person in the United States to whom we offered the Offered Subscription Receipts, prior to the time of such offeree's purchase of Offered Subscription Receipts, was provided with a copy of the U.S. Time of Sale Memorandum for the offering of the Offered Subscription Receipts in the United States, and no other written material was used in connection with the offer or sale of Offered Subscription Receipts in the United States (other than the marketing materials and prospectus notices and standard term sheets (each as defined in National Instrument 41-101 – *General Prospectus Requirements*));

(c) immediately prior to our transmitting the U.S. Time of Sale Memorandum to such offerees, we had reasonable grounds to believe and did believe that each such offeree was, and continue to believe that each such offeree is, a "qualified institutional buyer", as defined in Rule 144A under the United States Securities Act of 1933, as amended;

(d) we did not engage in any Directed Selling Efforts in the United States in connection with the offer or sale of the Offered Subscription Receipts and no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Offered Subscription Receipts in the United States

(e) we obtained and delivered to the Company, for acceptance at the Closing Time and the Over-Allotment Closing Time, as applicable, a duly executed U.S. Purchaser Letter from each person in the United States purchasing Offered Subscription Receipts; and

(f) the offering of the Offered Subscription Receipts in the United States has been conducted by us in accordance with the terms of the Underwriting Agreement (including Schedule A thereto).

Terms used in this certificate have the meanings given to them in the Underwriting Agreement unless otherwise defined herein.

DATED this [●] day of [●], [●].

[UNDERWRITER]

By: ______________________________

Name:

Title:

[U.S. AFFILIATE]

By: ______________________________

Name:

Title:

SCHEDULE B
OPINION – COMPANY'S COUNSEL

(1) The Company is a corporation duly organized and validly existing under the Trust and Loan Companies Act (Canada).

(2) Each of the Company's Subsidiaries has been duly organized and is validly existing as a corporation or partnership under the laws of the jurisdiction of its organization.

(3) Each of the Company and its Subsidiaries has all necessary corporate power and capacity to own, lease and operate its properties and carry on its business as described in the Prospectus.

(4) All necessary corporate action has been taken by the Company to execute and deliver this Agreement and to perform its obligations hereunder.

(5) The execution and delivery by the Company of this Agreement and the performance of its obligations thereunder have been duly authorized by all necessary corporate action of the Company.

(6) This Agreement has been duly executed and delivered by the Company.

(7) No authorization, consent or approval of, or filing, registration, permit, license, decree, qualification or recording with, any Governmental Authority is required of the Company under the laws of the Province of Alberta or the federal laws of Canada applicable therein in connection with (a) the execution and delivery by the Company of this Agreement and the performance of its obligations hereunder, and (b) the issuance and delivery to the Underwriters of the Offered Subscription Receipts pursuant to this Agreement, other than filings under Securities Laws which have been duly made by or on behalf of the Company (other than the filing of a report as to the geographic distribution of the Offered Subscription Receipts and the payment of related fees).

(8) This Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company by counterparties thereto in accordance with its terms.

(9) The execution and delivery by the Company of this Agreement and the performance of its obligations hereunder do not contravene, constitute a default under, permit the acceleration of an obligation under, or result in a breach of (a) the articles or by-laws of the Company or (b) any law of the Province of Alberta or the federal laws of Canada applicable therein.

(10) The authorized capital of the Company consists of an unlimited number of Common Shares with no par value, which 10,578,364 Common Shares have been validly issued and are outstanding as fully paid and non-assessable Common Shares of the Company.

(11) The filing of the Preliminary Prospectus, Prospectus and any Prospectus Amendment with the Securities Commissions in the Qualifying Jurisdictions has been duly authorized by all necessary corporate action by the Company, and each such prospectus has been duly executed pursuant to such authorization by and on behalf of the Company.

(12) All necessary documents have been filed, all necessary proceedings have been taken and all necessary approvals, permits, consents and authorizations of the Securities Commissions have been obtained, in each case by the Company under Securities Laws, to qualify the distribution of the Offered Subscription Receipts to the public in each of the Qualifying Jurisdictions through persons or companies who are registered in an appropriate category of registration under the applicable laws of such Qualifying Jurisdictions and have complied with the relevant provisions of such laws.

(13) The issuance of the Offered Subscription Receipts has been duly authorized by the Company and, upon receipt by the Company of consideration therefor in accordance with the terms of this Agreement, the Receipt Shares will be validly issued, fully paid and non-assessable Common Shares of the Company.

(14) The Over-Allotment Option has been duly authorized by the Company and, upon the exercise of the Over-Allotment Option in accordance with the terms of this Agreement and upon receipt by the Company of the consideration for the Additional Subscription Receipts or the Over-Allotment Shares in accordance with the terms of this Agreement, the Receipt Shares will be validly issued, fully paid and non-assessable Common Shares of the Company.

(15) The Company is a "reporting issuer" in each of the Qualifying Jurisdictions and is not listed on the relevant list published by the Securities Commissions as being in default of any requirement of Securities Laws.

(16) The attributes of the Offered Subscription Receipts conform, in all material respects, with the description thereof contained under the heading "*Description of Share Capital*" in the Preliminary Prospectus, Prospectus and any Prospectus Amendment.

(17) The statements set out in the Preliminary Prospectus, Prospectus and any Prospectus Amendment under the heading "*Certain Canadian Federal Income Tax Considerations*" and under the heading "*Eligibility for Investment*" are an accurate summary, in all material respects, of the matters described therein, subject to the limitations, qualifications, assumptions and exceptions stated or referred to therein.

(18) The TSX has approved the listing and posting for trading of the Offered Subscription Receipts and the Receipt Shares, subject only to satisfaction by the Company of the Standard Listing Conditions.

(19) TSX Trust Company has been duly appointed as the registrar and transfer agent for the Common Shares and as the Subscription Receipt Agent.