UNDERWRITING AGREEMENT

January 27, 2020

National Access Cannabis Corp. d/b/a META Growth
Suite 200, 56 Aberfoyle Crescent
Toronto, Ontario
M8X 2W4

Attention: Mark Goliger, Chief Executive Officer
Michael Cosic, Chief Financial Officer

Dear Sirs:

Based upon and subject to the terms and conditions set out below, Echelon Wealth Partners Inc. (the "**Lead Underwriter**"), as lead underwriter and sole bookrunner, and Desjardins Securities Inc. (collectively, the "**Underwriters**" and each individually, an "**Underwriter**") hereby severally, in the respective percentages set forth in Section 16 of this Agreement, and not jointly, offer to purchase from National Access Cannabis Corp. d/b/a META Growth (the "**Company**") and the Company hereby agrees to sell to the Underwriters, 45,454,600 units (each a "**Unit**") of the Company at a price of $0.22 per Unit (the "**Issue Price**"), for aggregate gross proceeds to the Company of $10,000,012. Each Unit shall consist of one common share of the Company (each a "**Common Share**") and one common share purchase warrant (each whole common share purchase warrant, a "**Warrant**"). The Warrants will be issued on the Closing Date (as defined herein) pursuant to a warrant indenture to be dated as of the Closing Date (as defined herein) between the Company and TSX Trust Company (the "**Warrant Indenture**"). Each Warrant shall entitle the holder thereof to purchase one Common Share (each a "**Warrant Share**") at an exercise price of $0.29 (the "**Warrant Exercise Price**") for a period of thirty-six (36) months following the Closing Date (as defined herein).

The Company hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional 6,818,190 Units (the "**Additional Units**") at the Issue Price for additional gross proceeds of up to $1,500,002, upon the terms and conditions set forth herein. The Over-Allotment Option will be exercisable to purchase: (i) Additional Units at the Issue Price, (ii) additional Common Shares ("**Additional Shares**") at a price of $0.193 per Additional Share, and/or (iii) additional Warrants ("**Additional Warrants**") at a price of $.027 per Additional Warrant, at the discretion of the Underwriters, provided (A) the number of Additional Shares does not exceed 6,818,190, and (B) the number of Additional Warrants (including Warrants forming part of the Additional Units) does not exceed 6,818,190. Unless otherwise specifically referenced or unless the context otherwise requires, all references to "**Offered Securities**" herein shall include the Additional Units, Additional Shares and/or Additional Warrants and all references to: (i) "**Common Shares**" herein shall include the Additional Shares; and (ii) "**Warrants**" herein shall include the Additional Warrants. The Over-Allotment Option shall be exercisable, in whole or in part, and from time to time, by the Underwriters by giving written notice to the Company on or before a date that is not later than 30 days following the Closing Date. Any such election to purchase Additional Units and/or Additional Warrants may be exercised only by written notice from the Underwriters to the Company by 9:00 a.m. (Toronto time) on or before the 30th day following the Closing Date, such notice to set forth: (i) the aggregate number of Additional Units, Additional Shares and/or Additional Warrants to be purchased; and (ii) the intended closing date for the purchase of such Additional Units, Additional Shares and/or

Additional Warrants (an "**Option Closing Date**"). Pursuant to such notice, the Underwriters shall severally, and not jointly, nor jointly and severally, purchase in their respective percentages set out in Section 16 below, and the Company shall be obligated to issue and sell, the number of Additional Units, Additional Shares and/or Additional Warrants indicated in such notice on such Option Closing Date. Such Option Closing Date may be the same as the Closing Date, but not earlier than the Closing Date and not later than 30 days following the Closing Date. The Units, Common Shares, Warrants and Warrant Shares, and the Additional Units, Additional Shares and/or Additional Warrants are collectively referred to herein as the "**Offered Securities**" and the offering of the Offered Securities by the Company is hereinafter referred to as the "**Offering**".

The Underwriters shall have the right to invite one or more investment dealers (each, a "**Selling Firm**") to form a selling group to participate in the soliciting of offers to purchase the Offered Securities and the Underwriters may determine the remuneration payable to such Selling Firms. The Underwriters shall comply, and shall require any Selling Firm to comply, with all applicable laws and with the covenants and obligations given by the Underwriters herein. The Company understands that the Underwriters intend to make a public offering of the Offered Securities in the Qualifying Jurisdictions (as defined herein). For the purposes of this Agreement, any investor located in a Qualifying Jurisdiction will be deemed to be a non-U.S. Person. The Underwriters may also offer the Offered Securities, in such other jurisdictions as agreed to by the Underwriters and the Company, in accordance with applicable laws (provided that no prospectus or similar document is required to be filed in any such country and the Company is not otherwise made subject to any ongoing compliance with any law or other regulation or rule).

The Underwriters propose to offer the Offered Securities initially at the Issue Price. After a reasonable effort has been made to sell all of the Offered Securities at the Issue Price, the Underwriters may subsequently reduce the selling price to investors, which selling price may be changed from time to time, to an amount not greater than the Issue Price, in order to sell any Offered Securities that remain unsold. Any such reduction shall not affect the proceeds received by the Company. The Company acknowledges and agrees that the Underwriters may offer and sell Offered Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Offered Securities purchased by it to or through any Underwriter.

The following are the terms and conditions of the agreement between the Company and the Underwriters:

TERMS AND CONDITIONS

Section 1. Definitions and Interpretation

(1) In this Agreement:

"**Affiliate**" and "**associate**", shall have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

"**Base Prospectus**" means the final short form base shelf prospectus of the Company, including any Documents Incorporated by Reference, dated August 1, 2019 relating to the distribution of common shares, preferred shares, warrants, subscription receipts, units and/or debt securities of the Company filed with the Securities Commissions;

"**Board of Directors**" means the board of directors of the Company;

"**Business Day**" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions are obligated by law to close in the City of Toronto, Ontario;

"**Canadian Securities Laws**" means, collectively, all applicable securities laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the Securities Commissions;

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

"**CFPOA**" means the *Corruption of Foreign Public Officials Act* (Canada);

"**Common Share**" means a common share in the capital of the Company, no par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed;

"**Convertible Debentures**" means the $21,150,000 aggregate principal amount 8.0% convertible secured senior debentures of the Company;

"**Closing**" means the completion of the sale of the Offered Securities and the purchase by the Underwriters of the Offered Securities pursuant to this Agreement;

"**Closing Date**" means, in respect of the Units, February 6, 2020 or any earlier or later date as may be agreed to by the Company and the Lead Underwriter in writing, each acting reasonably;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or any other time on the Closing Date as may be agreed to by the Company and the Lead Underwriter;

"**Common Share Equivalents**" means any securities of the Company or its Subsidiaries which would entitle the holder thereof to acquire at any time Common Shares, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Shares;

"**Company**" has the meaning given to such term on the face page of this Agreement;

"**distribution**" means "**distribution**" or "**distribution to the public**", as the case may be, for the purposes of Canadian Securities Laws and "**distribute**" has a corresponding meaning;

"**Documents Incorporated by Reference**" means collectively those documents incorporated by reference in the Base Prospectus and the Prospectus Supplement, including any other document prepared by the Company and filed with the Securities Commissions after the date of this Agreement and before the completion of the distribution of the Offered Securities that is of a type that is required under Canadian Securities Laws to be incorporated by reference in the Base Prospectus or the Prospectus Supplement;

"**Due Diligence Session**" has the meaning given to that term in Section 3(7) of this Agreement;

"**FCPA**" means the *Foreign Corrupt Practices Act of 1977*, as amended;

"**Financial Information**" means, collectively, the financial and accounting information relating to the Company and the Subsidiaries and incorporated by reference into the Prospectus and any Supplementary Material, including the Financial Statements;

"**Financial Statements**" means the financial statements of the Company included in the Documents Incorporated by Reference, including the notes thereto together with the report of the auditors thereon, if any;

"**FINRA**" means the Financial Industry Regulatory Authority;

“**Governmental Authority**” means and includes, without limitation, any federal government, province, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any Company or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing, and any governmental department, commission, board, bureau, agency or instrumentality, including, without limitation, the Securities Commissions;

“**Indemnified Party**” has the meaning given to that term in Section 13 of this Agreement;

“**Leased Premises**” means, other than the Owned Premises, each premises of the Company or one of its Subsidiaries which the Company or one of its Subsidiaries occupies as tenant;

“**Liens**” means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or right to use or occupy such property or assets;

“**Lock-Up Agreement**” means the lock-up agreement substantially in the form set forth in Schedule “A” hereto;

“**Marketing Documents**” means, collectively, all marketing materials (including any template version, revised template version or limited use version thereof) provided to a potential investor in connection with the distribution of the Offered Securities;

“**marketing materials**” has the meaning ascribed thereto under NI 41-101;

“**Material Adverse Effect**” means any event that (i) is reasonably likely to be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby, by the Company, or (ii) would reasonably be expected to have a material adverse effect on the business, assets (including intangible assets), capitalization, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole; other than a change resulting from or arises in connection with: (A) general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere; (B) any changes in credit markets generally, including changes in interest rates or the availability of financing; (C) changes in political conditions domestically or internationally; (D) acts of God, acts of terrorism, acts of war, calamities, national or international political or social conditions; or (E) the announcement of the Offering;

“**material change**”, “**material fact**” and “**misrepresentation**” have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

“**Material Premises**” means, collectively, the Owned Premises and the Leased Premises which are material to the business of the Company or one of its Subsidiaries (which for certainty shall include any Owned Premises or Leased Premises where the Company or one of its Subsidiaries is currently operating, or is currently licensed to operate, a retail cannabis business);

“**Material Subsidiaries**” mean The Green Company Ltd. and National Access Canada Corporation;

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

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

“**NI 44-102**” means National Instrument 44-102 – *Shelf Distributions*;

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

“**NI 52-110**” means National Instrument 52-110 – *Audit Committees*;

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

“**Offered Securities**” has the meaning given to such term on the face page of this Agreement;

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

“**Option Closing Date**” has the meaning given to such term on the face page of this Agreement

“**Over-Allotment Option**” has the meaning ascribed thereto on the face page of this Agreement;

“**Owned Premises**” means the real property owned by the Company or one of its Subsidiaries comprised of land and building;

“**PCMLTFA**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

“**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, court, and where the context requires, any of the foregoing;

“**Principal Regulator**” means the Ontario Securities Commission;

“**Proceeding**” means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened;

“**Prospectus**” means the Base Prospectus as supplemented by the Prospectus Supplement;

“**Prospectus Receipt**” means the receipt issued by the Principal Regulator, which is deemed to also be a receipt of the other Securities Commissions pursuant to MI 11-102 and NP 11-202, for the Base Prospectus and any Supplementary Material, as the case may be;

“**Prospectus Supplement**” means the prospectus supplement relating to the Offered Securities, including any Documents Incorporated by Reference, to be filed with the Securities Commissions in accordance with subsection 3(1) hereof;

“**Public Filings**” has the meaning given to that term in Section 5(1)(h) of this Agreement;

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

“**Required Approvals**” has the meaning given to that term in Section 5(1)(e) of this Agreement;

“**Right of Participation**” has the meaning given to that term in Section 17 of this Agreement;

“**Right of Participation Period**” has the meaning given to that term in Section 17 of this Agreement;

"**Securities Commissions**" means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions;

"**Selling Firm**" has the meaning given to such term on the face page of this Agreement;

"**Standard Listing Conditions**" means the customary post-closing conditions imposed by the TSXV in connection with the listing and posting for trading on the TSXV of the Offered Securities;

"**Subsidiary**" means any subsidiary of the Company for purposes of the *Securities Act* (Ontario) and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof;

"**Supplementary Material**" means, collectively, any amendment to the Prospectus, any amended or supplemented Prospectus or any ancillary material, information, evidence, return, report, application, statement or document which may be filed by or on behalf of the Company under Canadian Securities Laws with the Securities Commissions relating to the qualification for distribution of, *inter alia*, the Offered Securities;

"**Trading Marke**t" means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the Toronto Stock Exchange, the TSXV, or the OTCQX (or any successors to any of the foregoing);

"**Transaction Documents**" means this Agreement, the Warrant Indenture and any other documents or agreements executed by the Company in connection with the transactions contemplated hereunder;

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

"**Underwriters**" has the meaning given to such term on the face page of this Agreement;

"**Underwriters' Warrants**" has the meaning ascribed thereto in Section 10 of this Agreement;

"**Underwriters' Warrant Shares**" has the meaning ascribed thereto in Section 10 of this Agreement;

"**Underwriting Fee**" has the meaning ascribed thereto in Section 10 of this Agreement;

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

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

"**Warrant Exercise Price**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Warrant Indenture**" has the meaning ascribed thereto in the first paragraph of this Agreement; and

"**Warrant Shares**" has the meaning ascribed thereto in the first paragraph of this Agreement.

(2) *Headings, etc.* The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or

context is inconsistent therewith, references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.

(3) *Currency.* Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency. References in this Agreement to "$" shall be to Canadian dollars.

(4) *Capitalized Terms.* Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectuses.

(5) *Knowledge.* Where any representation or warranty contained in this Agreement or any ancillary document hereto is expressly qualified by reference to the "knowledge" of the Company, or where any other reference is made herein or in to the "knowledge" of the Company, it shall be deemed to refer to the actual knowledge of (i) Mark Goliger, Chief Executive Officer; and (ii) Michael Cosic, Chief Financial Officer, after having made reasonable due enquiry.

(6) *Schedules.* The following Schedules are attached to this Agreement and are deemed to be part of and incorporated in this Agreement:

Schedule	**Title**
"A"	Form of Lock-Up Agreement

Section 2. Nature of the Offering

(1) Subject to the terms and conditions of this Agreement, the Underwriters hereby offer to purchase the Offered Securities and, by acceptance of this Agreement, the Company agrees to sell to the Underwriters, and the Underwriters agree severally, in the respective percentages set forth in Section 16 of this Agreement, and not jointly, to purchase at the Closing Time all, but not less than all, of the Units at the Issue Price.

(2) The Company meets the general eligibility requirements for use of a short form prospectus under NI 44-101 and a short form base shelf prospectus under NI 44-102 for the distribution of the Offered Securities in the Qualifying Jurisdictions. The Company has prepared and filed with the Principal Regulator and the other Securities Commissions, the Base Prospectus in accordance with NI 44-101 and NI 44-102 and the Company has received a Prospectus Receipt from the Principal Regulator representing the deemed receipt of each of the Securities Commissions pursuant to MI 11-102 and NP 11-202 for the Base Prospectus dated August 1, 2019. No cease trade order suspending the distribution of the Offered Securities has been issued by the Securities Commissions and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated by any Securities Commission, and the Company is in compliance with any request on the part of any Securities Commission for additional information.

(3) The Company has fulfilled all requirements to be fulfilled by the Company, including the filing of the Base Prospectus, but excluding the preparation and filing of the Prospectus Supplement, to enable the Offered Securities to be offered for sale and sold to the public in the Qualifying Jurisdictions through registrants who have complied with the relevant provisions of applicable Canadian Securities Laws.

(4) The Company agrees to pay to the Underwriters, in consideration of the Underwriters' services to be rendered in connection with the Offering, the Underwriting Fee. The Underwriting Fee is payable at the Closing Time in consideration of the services to be rendered by the Underwriters in

connection with the Offering, which services shall include: (i) distributing the Offered Securities to the public both directly and through other registered dealers and brokers; (ii) assisting in the preparation of the Prospectus Supplement together with any Supplementary Material required to be filed under Canadian Securities Laws, and performing administrative work in connection with these matters; (iii) advising the Company with respect to the Offering; and (iv) all other services arising out of the agreement resulting from the Company's acceptance of this offer. As additional consideration, the Company shall issue to the Underwriters on each Closing Date, Underwriters' Warrants. The distribution of the Underwriters' Warrants shall be qualified under the Prospectus. For greater certainty, the Underwriting Fee and Underwriters' Warrants shall be payable/issuable in respect of any Additional Units, Additional Shares and/or Additional Warrants purchased by the Underwriters from the Company pursuant to the exercise of the Over-Allotment Option.

(5) The Offered Securities to be issued and sold by the Company hereunder shall be duly and validly created and issued by the Company and, when issued and sold by the Company, the Offered Securities shall have the rights, privileges, restrictions and conditions that conform in all material respects to the rights, privileges, restrictions and conditions set forth in the Prospectus Supplement, subject to such modifications or changes (if any) prior to the Closing Date as may be agreed to in writing by the Company and the Underwriters. In addition, the Offered Securities shall be issued in compliance with Canadian Securities Laws.

(6) The distribution of the Offered Securities and the Underwriters' Warrants shall be qualified by the Prospectus under Canadian Securities Laws in the Qualifying Jurisdictions. The Underwriters may also offer the Offered Securities in such other jurisdictions as determined appropriate by the Underwriters in accordance with applicable laws (provided that no prospectus or similar document is required to be filed in any such country and the Company is not otherwise made subject to any ongoing compliance with any law or other regulation or rule).

(7) The Offered Securities and the Common Shares and Warrant Shares issuable upon the exercise of the Underwriters' Warrants shall have been conditionally approved for listing and posting for trading on the TSXV, subject only to the satisfaction by the Company of the Standard Listing Conditions.

(8) The Company agrees that the Underwriters will be permitted to appoint other Selling Firms as their agents to assist in the Offering and that the Underwriters may determine the remuneration payable to such other dealers appointed by them. Such remuneration shall be payable by the Underwriters. The Underwriters shall comply, and ensure that any Selling Firm shall agree with the Underwriters to comply, with all applicable laws and with the covenants and obligations given by the Underwriters herein.

Section 3. Covenants

(1) The Company shall forthwith prepare the Prospectus Supplement in a form satisfactory to the Underwriters, acting reasonably, and in compliance with Canadian Securities Laws and file the Prospectus Supplement with the Securities Commissions in accordance with applicable Canadian Securities Laws as soon as possible but in any event by no later than 10:00 p.m. (Toronto time) on January 27, 2020 (or such later date and time as determined by the Underwriters in their sole discretion) and will provide evidence satisfactory to the Underwriters of such timely filings.

(2) All references in this Agreement to financial statements and other information which is "contained", "included" or "stated" in the Base Prospectus or the Prospectus Supplement (or other references of like import) shall be deemed to mean and include all such financial statements and other

information which is incorporated by reference in or otherwise deemed by Canadian Securities Laws to be a part of or included therein, as the case may be.

(3) For purposes of this Agreement, all references to the Prospectus, or any amendment or supplement to any of the foregoing (including any Supplementary Material), shall be deemed to include the copy filed with the Securities Commissions on SEDAR.

(4) During the period commencing on the date of this Agreement until the Underwriters notify the Company of the completion of the distribution of the Offered Securities, the Company will promptly inform the Underwriters, and confirm by notice in writing, of the full particulars of:

(a) when the Prospectus Supplement has been filed with the Securities Commissions pursuant to applicable Canadian Securities Laws;

(b) when any marketing materials, standard term sheet, or Supplementary Material shall have been filed with a Securities Commission;

(c) any request by any Securities Commission or the staff thereof to amend or supplement the Base Prospectus, the Prospectus Supplement or for any additional information including, without limitation, information in respect of the Offering;

(d) the issuance by any Securities Commission of any stop order suspending the effectiveness of the Base Prospectus, or the Prospectus Supplement or of any notice that would prevent the use thereof or the institution or threatening of any proceeding for any such purpose;

(e) the receipt by the Company of any communication from the TSXV related to the Prospectus, the Offering or the listing of the Offered Securities on the TSXV;

(f) unless prohibited by applicable law, any other notice or other correspondence received by the Company from any Securities Commission, the TSXV, or any other competent authority, including, without limitation, any other Governmental Authority, requesting any information, meeting or hearing relating to the Company or its securities, the Offering or any other event or state of affairs, in respect of the foregoing, that the Company reasonably believes could have a Material Adverse Effect; and

(g) the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities for sale in any jurisdiction or the institution or threatening of any proceedings for such purpose.

(5) The Company will use its commercially reasonable efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection and, upon such issuance, occurrence or objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or prevention, including, if necessary, by filing an amendment or supplement to the Prospectus or a new prospectus and using its commercially reasonable efforts to have such amendment, supplement or new prospectus declared effective or qualified as soon as practicable.

(6) During the period of distribution of the Offered Securities, prior to the filing with any Securities Commissions of any marketing materials, Supplementary Material or any Documents Incorporated by Reference after the date hereof, the Company shall, in the case of marketing materials or Supplementary Material, have allowed the Underwriters and the Underwriters' counsel to participate fully in the preparation of, and to approve the form of, such documents.

(7) During the period from the date hereof until the Closing Date, the Company shall allow the Underwriters to conduct all due diligence which they may reasonably require in order to fulfill their obligations as underwriters and in order to enable the Underwriters responsibly to execute the certificates required to be executed by them in the Prospectus or in any Supplementary Material. Without limiting the generality of the foregoing, the Company shall make available its directors, senior management, audit committee, auditors, legal counsel and other experts to answer any questions which the Underwriters may have, acting reasonably, and to participate in a due diligence session to be held prior to the filing of the Prospectus Supplement (the "**Due Diligence Session**") and, if requested by the Underwriters, a bring-down Due Diligence Session prior to the Closing Time.

(8) The Company shall, in cooperation with the Underwriters, take such action as the Underwriters may reasonably request to qualify the Offered Securities for offering and sale under the Qualifying Jurisdictions and maintain such qualification in effect for so long as shall be necessary to effect the distribution of the Offered Securities as contemplated hereby; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subjected and that no prospectus or similar document is required to be filed in any such country and the Company is not otherwise made subject to any ongoing compliance with any law or other regulation or rule.

(9) Until the distribution of the Offered Securities shall have been completed, the Company shall promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under the Canadian Securities Laws to continue to qualify the Offered Securities for distribution in all of the Qualifying Jurisdictions or, in the event that the Offered Securities have, for any reason, ceased so to qualify, to again qualify the Offered Securities.

(10) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under Canadian Securities Laws or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities.

(11) The Company will use the net proceeds received by it from the sale of the Offered Securities in the manner to be specified in the Prospectus Supplement under the heading "*Use of Proceeds*".

(12) The Company hereby authorizes and directs the Underwriters to hold back from the proceeds arising from the Offering all fees and disbursements of Underwriters' counsel payable by the Company pursuant to Section 15 hereof for payment to Underwriters' counsel.

(13) During the distribution of the Offered Securities, the Company and the Underwriters, shall approve in writing, prior to such time that Marketing Documents are provided to potential investors, any Marketing Documents reasonably requested to be provided by the Underwriters to any potential investor, such Marketing Documents to comply with Canadian Securities Laws. The Company shall file a template version of such Marketing Documents with the Securities Commissions as soon as reasonably practicable after such Marketing Documents are so approved in writing by the Company and the Underwriters and in any event on or before the day the Marketing Documents are first provided to any potential investor, and such filing shall constitute the Underwriters' authority to use such Marketing Documents in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 44-102 prior to filing such template version with the Securities Commissions and a complete template version containing such comparables and any

disclosure relating to the comparables, if any, shall be delivered to the Securities Commission by the Company.

(14) The Underwriters shall use their commercially reasonable efforts to complete, and to cause each Selling Firm to complete, the distribution of the Offered Securities as promptly as possible after the Closing Date, and shall, and shall cause each Selling Firm to, after the Closing Date, give prompt written notice to the Company, when they have completed distribution of the Offered Securities in the Qualifying Jurisdictions. In addition, the Underwriters shall as soon as practicable and in any event within 30 days following the Closing Date, provide the Company with notice of the total proceeds realized or number of Offered Securities sold in each of the Qualifying Jurisdictions and any other jurisdiction.

(15) The Company and the Underwriters, on a several basis, covenant and agree:

(a) not to provide any potential investor with any Marketing Documents unless a template version of such Marketing Documents has been filed by the Company with the Securities Commissions on or before the day such Marketing Documents are first provided to any potential investor; and

(b) not to provide any potential investor with any materials or information in relation to the distribution of the Offered Securities or the Company other than (i) such Marketing Documents that have been approved and filed in accordance with subsection 3(15)(a), (ii) the Prospectus, and (iii) any standard term sheets approved in writing by the Company and the Underwriters.

Section 4. Delivery of Prospectus and Related Matters

(1) The Company shall deliver or cause to be delivered without charge to the Underwriters and the Underwriters' counsel at the respective times indicated such number of the following documents as the Underwriters shall reasonably request:

(a) prior to or contemporaneously with the execution of this Agreement copies of the Base Prospectus signed as required by Canadian Securities Laws;

(b) as soon as practicable and in any event no later than 2:00 p.m. (local time at the place of delivery) on the second Business Day following the date of filing of the Prospectus Supplement, commercial copies of the Prospectus, provided that the printing instructions are provided by the Underwriters to the Company at least one Business Day prior to such date;

(c) as soon as they are available, (i) copies of any Supplementary Material, signed as required by Canadian Securities Laws, and (ii) copies of any Documents Incorporated by Reference filed subsequent to the date hereof; and

(d) at the time of execution of this Agreement, a "long-form" comfort letter dated such date (with the requisite procedures to be completed by such auditor within two Business Days of the date of such letter), in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Company, from MNP LLP, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the Financial Statements and certain Financial Information contained in the Prospectus, which letter shall be in addition to the auditors' reports contained in the Prospectus and any auditor's comfort letter addressed to the Securities Commissions and filed with or delivered to the Securities Commissions under Canadian Securities Laws.

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

(2) The deliveries referred to in subsections 4(1)(a), (b), and (c), shall also constitute the Company's consent to the use by the Underwriters and other Selling Firms of the Prospectus and any such Supplementary Material in connection with the Offering, and the Company hereby represents and warrants to the Underwriters (and the Company hereby acknowledges that each of the Underwriters is relying on such representations and warranties in entering into this Agreement) that (except for information and statements relating solely to the Underwriters and furnished by them in writing specifically for use therein):

(a) each document filed or to be filed with the Securities Commissions and incorporated by reference in the Prospectus, when such documents were or are filed with the Securities Commissions, conformed or will conform when so filed in all material respects to the applicable requirements of Canadian Securities Laws, and none of such documents, as of their respective dates, contained or, in the case of documents to be filed subsequent to the date hereof, will contain any untrue statement of a material fact or omitted or, in the case of documents to be filed subsequent to the date hereof, will omit to state a material fact that is required to be stated therein or that is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading provided however that this Section 4(2)(a) does not apply to statements or omissions in the such documents, made in reliance upon or in conformity with information relating to any Underwriter furnished to the Company in writing by or on behalf of an Underwriter expressly for use therein;

(b) the Prospectus, as of the date of the Prospectus Supplement and as of the Closing Date, will not contain any untrue statement of a material fact or omit to state a material fact that is required to be stated therein or that is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and the Prospectus, as of the date of the Prospectus Supplement and as of the Closing Date, will constitute, full, true and plain disclosure of all material facts relating to the Offered Securities and the Company provided however that this Section 4(2)(b) does not apply to statements or omissions in the Prospectus made in reliance upon or in conformity with information relating to any Underwriter furnished to the Company in writing by or on behalf of an Underwriter expressly for use therein.

(c) the Base Prospectus conforms, and the Prospectus Supplement will conform, in all material respects with the applicable requirements of Canadian Securities Laws; and

(d) since the date of the most recent Financial Statements included or incorporated by reference in the Prospectus Supplement (exclusive of any supplement thereto), there has been no material adverse change in the condition (financial or otherwise), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Prospectus Supplement (exclusive of any supplement thereto).

(3) Prior to the filing of the Prospectus Supplement, the Company shall deliver to the Underwriters copies of all consents of experts required pursuant to applicable Canadian Securities Laws.

(4) The Company will promptly inform the Underwriters during the period prior to the completion of the distribution of the Offered Securities of the full particulars of:

(a) any material change (whether actual, anticipated, threatened, contemplated, or proposed by, to, or against) (whether financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, assets, financial condition or capital of the Company, considered on a consolidated basis;

(b) any change in any material fact or any misstatement of any material fact contained in the Prospectus or any Supplementary Material;

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

A. render the Prospectus, or any Supplementary Material, as they exist taken together in their entirety immediately prior to such event or change or new material fact, misleading, untrue or false in any respect or would result in any of such documents, as they exist taken together in their entirety immediately prior to such event, change or material fact, containing a misrepresentation (as defined under Canadian Securities Laws);

B. result in the Prospectus, or any Supplementary Material, as they exist taken together in their entirety immediately prior to such event, change or material fact, not complying with any Canadian Securities Laws;

provided that if the Company is uncertain as to whether a material change, change in material fact, occurrence or event of the nature referred to in this Section 4 has occurred or been discovered, the Company shall promptly inform the Underwriters of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Underwriters as to whether the occurrence is of such nature.

(5) If the delivery of a prospectus is required at any time after the date hereof in connection with the Offering or sale of the Offered Securities in the Qualifying Jurisdictions and if at such time any events shall have occurred as a result of which the Prospectus Supplement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus Supplement is delivered, not misleading, or, if for any other reason it shall be necessary to amend the Base Prospectus, file a new base prospectus or supplement the Prospectus in order to comply with Canadian Securities Laws, the Company shall (i) promptly notify the Underwriters, (ii) prepare and file with the Securities Commissions, as applicable, an amendment or supplement, or new base prospectus to correct such misleading statement or omission, (iii) use its commercially reasonable efforts to have any amendment to the Base Prospectus or new base prospectus receipted, as applicable, as soon as practicable in order to avoid any disruption in use of the Prospectus, and (iv) furnish without charge to each Underwriter and to any dealer in securities as many copies as the Underwriters may from time to time reasonably request of such documents; provided that the Company shall have allowed the Underwriters and the Underwriters' counsel to participate fully in the preparation of any such documentation and conduct all due diligence investigations which the Underwriters may reasonably require in order to

fulfill their obligations as underwriters and in order to enable the Underwriters responsibly to execute the certificate required to be executed by them in, or in connection with, any such filings.

Section 5. Representations and Warranties of the Company

(1) In addition to the representations and warranties of the Company contained elsewhere in this Agreement, the Company represents and warrants to the Underwriters as of the date hereof, and acknowledges that the Underwriters are relying upon each of such representations and warranties in entering into this Agreement, that:

(a) Subsidiaries. All of the direct and indirect Material Subsidiaries of the Company are set forth in the Public Filings. Other than in connection with the security interests granted in connection with the issuance of the Convertible Debentures, the Company owns, directly or indirectly, all the capital stock or other equity interests of each Material Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Material Subsidiary are validly issued and are fully paid, non-assessable and free of pre-emptive and similar rights to subscribe for or purchase securities. The Material Subsidiaries are the only Subsidiaries of the Company that are material to the Company.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in a Material Adverse Effect and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents to which it is a party and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's shareholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law and public policy with respect thereto.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Offered Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal, state and provincial securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, provincial, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filing with the Securities Commissions of the Prospectus Supplement, and (ii) such filings and approvals as are required to be made with and obtained from the TSXV (collectively, the "**Required Approvals**").

(f) Issuance of Securities. The Offered Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, the Common Shares forming part of the Units will be duly and validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company. The Warrants, when issued and paid for in accordance with this Agreement and the Warrant Indenture, will be duly and validly issued, valid and binding obligations of the Company, free and clear of all Liens imposed by the Company. The Warrant Shares, when issued in accordance with the terms of the Warrants, will be validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized capital stock the maximum number of Common Shares issuable pursuant to this Agreement, the Underwriters' Warrants and the Warrants. The holder of the Offered Securities will not be subject to personal liability by reason of being such holders. The Offered Securities are not and will not be subject to the pre-emptive rights of any holders of any security of the Company or similar contractual rights granted by the Company. All corporate action required to be taken for the authorization, issuance and sale of the Offered Securities has been duly and validly taken. The Offered Securities conform in all material respects to all statements with respect thereto contained in the Prospectus.

(g) Capitalization. The authorized share capital of the Company consists of an unlimited number of Common Shares and an unlimited number of preferred shares; of which 191,225,086 Common Shares are issued and outstanding as of the date hereof, and all such securities have been validly issued and are outstanding as fully paid and non-assessable. In addition, as at the date hereof (and without giving effect to the Offering), the Company has issued and outstanding options, warrants, rights or conversion or exchange privileges or other securities ("**Convertible Securities**") entitling the holders thereof to acquire, and is party to agreements evidencing rights to acquire, a further 36,640,700 Common Shares. No Person has any right of first refusal, pre-emptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Offered Securities and the Underwriters' Warrants and as set forth in the Public Filings, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Common Shares, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional Common Shares or Common Share Equivalents. The issuance and sale of the Offered Securities will not obligate the Company to issue Common Shares or other securities to any Person (other than the Underwriters) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares in the capital of the Company are duly authorized, validly issued, fully paid and non-assessable, have been issued in compliance with all applicable securities laws (including Canadian Securities Laws), and none of such outstanding shares was issued in violation of any pre-emptive rights or similar rights to subscribe for or purchase securities. The authorized shares of the Company conform in all material respects to all statements relating thereto contained in the Base Prospectus and the Prospectus Supplement. The offers and sales of the Company's securities were, at all relevant times qualified for distribution in Canada pursuant to a valid prospectus or, based in part on the representations and warranties of the purchasers, exempt from such registration or prospectus requirements. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Offered Securities as provided herein. There are no shareholders agreements, voting agreements or other similar agreements with respect to the Company's share capital to which the Company is a party.

(h) Public Filings. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under Canadian Securities Laws for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with the Base Prospectus and the Prospectus Supplement, being collectively referred to herein as the "**Public Filings**") on a timely basis or has received a valid extension of such time of filing and has filed any such Public Filings prior to the expiration of any such extension. As of their respective dates, the Public Filings complied in all material respects with the requirements of Canadian Securities Laws and none of the Public Filings, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Financial Statements. The Financial Statements and the notes thereto:

(i) present fairly, in all material respects, the financial position of the Company and its Subsidiaries, and the statements of operations, retained earnings, cash flow from operations and changes in financial information of the Company and its Subsidiaries for the periods specified in such Financial Statements;

(ii) have been prepared in conformity with International Financial Reporting Standards in Canada ("**IFRS**") applied throughout the periods involved; and

(iii) do not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made, with respect to the period covered by the Financial Statements.

(j) Agreements and Documents. The agreements and documents described in the Base Prospectus, the Prospectus Supplement, and the Public Filings conform in all material respects to the descriptions thereof contained therein and there are no agreements or other documents required by Canadian Securities Laws to be described in the Base Prospectus, the Prospectus Supplement or the Public Filings or to be filed with the Securities Commissions, that have not been so described or filed. Each agreement or other instrument (however characterized or described) to which the Company is a party or by which it is or may be bound or affected and (A) that is referred to in the Base Prospectus, the Prospectus Supplement or the Public Filings, or (B) is material to the Company's business, has been duly authorized and validly executed by the Company, is in full force and effect in all material respects and is enforceable against the Company and, to the Company's knowledge, the other parties thereto, in accordance with its terms, except (1) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (2) as enforceability of any indemnification or contribution provision may be limited under the federal or provincial securities laws and public policy with respect thereto, and (3) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any Proceeding therefore may be brought. None of such agreements or instruments has been assigned by the Company, and neither the Company nor, to the best of the Company's knowledge, any other party is in default thereunder and, to the best of the Company's knowledge, no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a default thereunder, except in each case as would not reasonably be expected to have a Material Adverse Effect. Performance by the Company of the material provisions of such agreements or instruments will not result in a violation of any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over the Company or any of its assets or businesses, including, without limitation, those relating to environmental laws and regulations, except in each case as would not reasonably be expected to have a Material Adverse Effect.

(k) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited Financial Statements included within the Public Filings, except as specifically disclosed in a subsequent Public Filing filed prior to the date hereof, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any material liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to IFRS or disclosed in filings made with the Securities Commissions, (iii) other than in connection with the adoption of IFRS 16 – Accounting for Leases, the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its shareholders or purchased, redeemed or made any agreements to purchase or redeem any of its share capital, (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company incentive plans and (vi) no officer or director of the Company has resigned from any position with the Company. The Company does not have pending before any Securities Commission any request for confidential treatment of information. Except for the issuance of the Offered Securities and Underwriters' Warrants contemplated by this Agreement, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable Securities Laws at the time this representation is made or deemed made that has not been publicly disclosed at least one Business Day prior to the date that this representation is made. Unless otherwise disclosed in a Public Filing filed prior to the date hereof, the Company has not: (i) issued any securities or incurred any liability or obligation, direct or contingent, for borrowed money; or (ii) declared or paid any dividend or made any other distribution on or in respect to its share capital.

(l) Litigation. Except as set out in the Base Prospectus and the Prospectus Supplement, there is no action, suit, inquiry, notice of violation, Proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, provincial, county, local or foreign) (collectively, an "**Action**") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Offered Securities or (ii) if there were an unfavourable decision, would have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any current director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal, state or provincial securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by any Securities Commission involving the Company or any current director or officer of the Company. No Securities Commission has issued any stop order or other order suspending the effectiveness of any prospectus or related document filed by the Company or any Subsidiary under Canadian Securities Laws.

(m) Labour Relations. No labour dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no officer of the Company or any Subsidiary, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favour of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters, in each case except as would not reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries are in compliance with all federal, provincial, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(n) Compliance with Laws. The Company and each of the Subsidiaries has conducted and is conducting its business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on business or holds assets (including all applicable federal, provincial, municipal and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including all Governmental Authorities), holds all permits, licences and like authorizations necessary for it to carry on its business in each jurisdiction where such business is carried on that are material to the conduct of the business of the Company (including all of its Subsidiaries) (collectively, the "**Permits**") under all such laws, including without limitation, (i) the *Cannabis Act* (Canada) and the regulations thereunder; (ii) the *Cannabis Act* (Ontario), the *Cannabis Control Act* (Ontario), the *Cannabis License Act* (Ontario) and the regulations thereunder, the Alcohol and Gaming Commission of Ontario rules, regulations and policies, as well as similar laws in each province, and is in compliance in all material respects with all terms of such Permits, all such Permits are valid and in good standing, and none of the Company or any Subsidiary has received a notice of non-compliance, or knows of, or has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or Permits, which would have a Material Adverse Effect. The disclosures in the Base Prospectus and Prospectus Supplement concerning the effects of federal, provincial and local regulation on the Company's business as currently contemplated are correct in all material respects.

(o) No Breach. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived) except in each case as would not have or reasonably be expected to result in a Material Adverse Effect, (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, provincial and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labour matters, except in each case as would not have or reasonably be expected to result in a Material Adverse Effect.

(p) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to, or have valid and marketable rights to lease or otherwise use, all real property and all personal property that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens 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 the Subsidiaries (ii) Liens for the payment of federal, provincial or other taxes, for which appropriate reserves have been made in accordance with IFRS, and the payment of which is neither delinquent nor subject to penalties and (iii) the security interest granted in connection with the issuance of the Convertible Debentures. Any and all of the agreements and other documents and instruments pursuant to which the Company or one of its Subsidiaries holds the property and assets thereof (including any interest in, or right to earn an interest in, any property, including the Material Premises) are in good standing, and valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with terms thereof. The Company or any of its Subsidiaries is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and such properties and assets are in good standing under applicable laws of the jurisdictions in which they are situated, all leases, licences and claims pursuant to which the Company or one of its Subsidiaries derives the interests thereof in such property and assets are in good standing in all material respects and there has been no material default under any such lease, licence or claim. Subject to the lease agreements relating to the Leased Premises, the Company's or its Subsidiaries' benefit or interest in its properties (or right to earn an interest in any property), which for certainty shall include its ownership interest in any owned real property (including the Owned Premises), are not subject to any right of first refusal or purchase or acquisition right

(q) Intellectual Property. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the Public Filings and which the failure to so have could have a Material Adverse Effect (collectively, the "**Intellectual Property Rights**"). Neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the Public Filings, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except in each case as would not have or reasonably be expected to result in a Material Adverse Effect. All such Intellectual Property Rights are enforceable and, to the knowledge of the Company, there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(r) Material Premises. The Material Premises constitute each premises which is material to the Company or any of its Subsidiaries, and with respect to the Material Premises, other than as disclosed to the Underwriters, the Company or one of its Subsidiaries occupies the Material Premises and has the exclusive right to occupy and use the Material Premises (as tenant in respect of the Leased Premises). There are no outstanding judgments, writs of execution, seizures, injunctions or directives against, nor any work orders or directives or notices of deficiency capable of resulting in work orders or directives with respect to any of the Material Premises.

(s) Leases. Each of the leases pursuant to which the Company or a Subsidiary, as applicable, occupies a Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement, and the completion of the transactions described herein by the Company will not afford any of the parties to such leases or any other person the right to terminate such lease or result in any additional or more onerous obligations under such leases.

(t) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business.

(u) Transactions With Affiliates and Employees. Except as set forth in the Public Filings, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from, any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $100,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option or restricted share agreements under any stock option plan or restricted share unit plan of the Company.

(v) Product Recalls and Defects. Neither the Company nor any Subsidiary has received any notice or communication from any customer or governmental agency, authority or body alleging a defect or claim in respect of any products manufactured, supplied or sold by the Company or any Subsidiary that would give rise to an obligation to issue any reports, recalls, public disclosure, announcement or customer communications in respect of any such defect or claim.

(w) Relationships with Suppliers. No existing supplier, manufacturer or contractor of the Company or any Subsidiary has indicated that it intends to terminate its relationship with the Company or any Subsidiary or that it will be unable to meet the Company or any Subsidiary's supply, manufacturing or contracting requirements.

(x) Internal Accounting Controls. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has not advised the audit committee of the Board of Directors of: (i) any significant deficiencies in the design or operation of internal controls which would adversely affect the Company's ability to record, process, summarize and report financial data; and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls; any material weaknesses in internal controls have been identified for the accountants.

(y) Certain Fees. Except as set forth in the Prospectus Supplement, no brokerage or finder's fees or commissions are or will be payable by the Company, any Subsidiary or Affiliate of the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. To the Company's knowledge, there are no other arrangements, agreements or understandings of the Company or, to the Company's knowledge, any of its stockholders that may affect the Underwriters' compensation.

(z) Listing and Maintenance Requirements. The Company has not, in the twelve months preceding the date hereof, received notice from any Trading Market on which the Common Shares are or have been listed or quoted to the effect that the Company is not in material compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in material compliance with all such listing and maintenance requirements.

(aa) Solvency. The Company is not insolvent (within the meaning of applicable laws), is able to pay its liabilities as they become due and shall have as of the Closing Time, sufficient working capital to fund its operations for 12 months following the Closing Date.

(bb) Prospectus Disclosure. The Base Prospectus and the Prospectus Supplement, each as of its respective date, comply in all material respects with Canadian Securities Laws. Each of the Base Prospectus and the Prospectus Supplement, as amended or supplemented, did not and will not contain as of the date thereof any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Public Filings incorporated by reference into the Prospectus, when they were filed, conformed in all material respects to the requirements of Canadian Securities Laws, and none of such documents, when they were filed with the applicable Securities Commission, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein (with respect to the Public Filings incorporated by reference in the Base Prospectus or the Prospectus Supplement), in light of the circumstances under which they were made not misleading; and any further documents so filed and incorporated by reference in the Base Prospectus or the Prospectus Supplement, when such documents are filed, will conform in all material respects to the requirements of Canadian Securities Laws, and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made not misleading. There are no documents required to be filed with the Securities Commissions or under applicable Canadian Securities Laws in connection with the transactions contemplated hereby that (a) have not been filed as required pursuant to applicable Canadian Securities Laws or (b) will not be filed within the requisite time period. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading.

(cc) Market Data. The statistical, industry and market related data included, or incorporated by reference, in the Prospectus are derived from sources which the Company reasonably believes to be accurate, reasonable and reliable as at the date of the applicable document and, the Company has no reason to believe that such data is inconsistent with the sources from which it was derived.

(dd) Ownership of Securities. Except as disclosed in the Prospectus, to the knowledge of the Company, none of the directors, executive officers or shareholders who beneficially own, directly or indirectly, or exercise control or direction over, more than 10% of the outstanding Common Shares or any known associate or affiliate of any such person, had or has any material interest, direct or indirect, in any transaction within the two years prior to the date hereof, or any proposed transaction, with the Company which, as the case may be, has materially affected or is reasonably expected to materially affect the Company and its Subsidiaries on a consolidated basis.

(ee) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and its Subsidiaries each (i) has made or filed all federal, provincial and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject and (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim. The provisions for taxes payable, if any, shown on the Financial Statements filed with or as part of the Prospectus are sufficient for all accrued and unpaid taxes, whether or not disputed, and for all periods to and including the dates of such consolidated financial statements. The term “taxes” mean all federal, provincial, local, foreign, and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest and any penalties, additions to tax, or additional amounts with respect thereto. The term “returns” means all returns, declarations, reports, statements, and other documents required to be filed in respect to taxes.

(ff) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other Person acting on behalf of the Company or any Subsidiary, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any Person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the FCPA or the CFPOA. The Company has taken reasonable steps to ensure that its accounting controls and procedures are sufficient to cause the Company to comply in all material respects with the FCPA and the CFPOA.

(gg) Independent Auditors. MNP LLP, who have reported on and audited the Financial Statements, are independent with respect to the Company within the meaning of the Canadian Institute of Chartered Accountants Handbook.

(hh) No Reportable Events. There has not been any reportable event (within the meaning of Section 4.11 of NI 51-102) with the Company's auditors (including any former auditors).

(ii) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in material compliance with applicable financial record-keeping and reporting requirements of the *Currency and Foreign Transactions Reporting Act of 1970,* as amended, the PCMLTFA, applicable money laundering statutes and applicable rules and regulations thereunder (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 any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

(jj) Officers' Certificate. Any certificate signed by any duly authorized officer of the Company and delivered to the Underwriters shall be deemed a representation and warranty by the Company to the Underwriters as to the matters covered thereby.

(kk) Board of Directors. At least a majority of the Persons serving on the Board of Directors qualify as "independent" as defined under NI 52-110.

(ll) Audit Committee. The audit committee's responsibilities and composition comply with NI 52-110.

(mm) Eligibility. The Offered Securities will be qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, a registered disability savings plan and tax free savings accounts.

(nn) Qualified Issuer. The Company meets the general eligibility requirements for use of a short form prospectus under NI 44-101 and a short form base shelf prospectus under NI 44-102 for the distribution of the Offered Securities in the Qualifying Jurisdictions. The Company has prepared and filed with the Principal Regulator and the other Securities Commissions, the Base Prospectus in accordance with NI 44-101 and NI 44-102 and the Company has received a Prospectus Receipt from the Principal Regulator representing the deemed receipt of each of the Securities Commissions pursuant to MI 11-102 and NP 11-202 for the Base Prospectus dated August 1, 2019 and upon filing the Prospectus Supplement, there will be no documents required to be filed under Canadian Securities Laws in connection with the Offering of the Offered Securities.

(oo) Transfer Agent. TMX Trust Company at its principal offices in Calgary, Alberta and Toronto, Ontario has been duly appointed as the registrar and transfer agent for the Common Shares.

(pp) No Transfer Taxes. There are no transfer taxes or other similar fees or charges under Canadian federal law or the laws of any province or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or the issuance by the Company or sale by the Company of the Offered Securities.

(qq) Forward Looking Information. No forward-looking information (within the meaning of Canadian Securities Laws) included or incorporated by reference in the Base Prospectus or the Marketing Documents has been made or reaffirmed by the Company without a reasonable basis in terms of the data and assumptions used, or has been disclosed other than in good faith.

(rr) Purchase and Sales. The Company has not approved and has not entered into any agreement in respect of the purchase of any material property or any interest therein or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Company whether by asset sale, transfer of shares, or otherwise.

(ss) Full Disclosure. There is no fact known to the Company which the Company has not disclosed to the Underwriters which could reasonably be expected to result in a Material Adverse Effect.

(tt) Material Facts. The Company has not withheld from the Underwriters any material fact relating to the Company or the Subsidiaries.

Section 6. Closing

(1) The closing of the Offering will be completed at the offices of Borden Ladner Gervais LLP in Calgary, Alberta at the Closing Time.

(2) At the Closing Time, subject to the terms and conditions contained in this Agreement, the Company shall deposit electronically with CDS through its non-certificated inventory system, for the respective accounts of the Underwriters, the Units, registered as directed by the Underwriters in writing not less than 24 hours prior to the Closing Time, against payment of the aggregate purchase price by certified cheque, bank draft or wire transfer dated the Closing Date and payable to the Company or as it may direct. The Company will, at the Closing Time and upon such payment of the aggregate purchase price to the Company, make payment in full of the Underwriting Fee which may be made by the Company directing the Underwriters to withhold the Underwriting Fee and the reasonable expenses of the Underwriters payable pursuant to Section 15 of this Agreement from the payment of the aggregate purchase price for the Units and will issue the number of Underwriters' Warrants to which the Underwriters are entitled hereunder on such date.

(3) The purchase and sale of the Additional Units, Additional Shares and/or Additional Warrants, if required, shall be completed at such time and place as the Underwriters and the Company may agree, but in no event shall such Closing occur earlier than two Business Days or later than three Business Days after written notice to purchase Additional Units, Additional Shares and/or Additional Warrants under the Over-Allotment Option is given in the manner contemplated herein.

(4) At the Closing of the Over-Allotment Option, subject to the terms and conditions contained in this Agreement, the Company will: (i) deposit electronically with CDS through its non-certificated inventory system, for the respective accounts of the Underwriters, the Additional Units, Additional Shares and/or Additional Warrants registered as directed by the Underwriters in writing not less than 24 hours prior to the Closing Time, against payment of the purchase price by certified cheque, bank draft or wire transfer dated the Closing Date and payable to the Company or as it may direct. The Company will, at the Closing Time and upon such payment of the aggregate purchase price to the Company, make payment in full of the Underwriting Fee which may be made by the Company directing the Underwriters to withhold the Underwriting Fee and the reasonable expenses of the Underwriters payable pursuant to Section 15 of this Agreement from the payment of the aggregate purchase price for the Additional Units, Additional Shares and/or Additional Warrants and will issue the number of Underwriters' Warrants to which the Underwriters are entitled hereunder on such date.

(5) The applicable terms, conditions and provisions of this Agreement (including the provisions of Section 7 relating to closing deliveries) shall apply *mutatis mutandis* to the Closing of the issuance of any Additional Units, Additional Shares and/or Additional Warrants pursuant to any exercise of the Over-Allotment Option.

(6) In the event that the Company shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the Issue Price and to the number of Additional Units, Additional Shares and/or Additional Warrants issuable on exercise thereof such that the Underwriters are entitled to arrange for the sale of the same number and type of securities that the Underwriters would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

Section 7. Conditions of Closing

The Underwriters' several obligations under this Agreement (including the obligation to complete the purchase of the Offered Securities or any of them) are conditional upon and subject to the Underwriters receiving at the Closing Time on each Closing Date:

(1) legal opinions addressed to the Underwriters, in form and substance satisfactory to the Underwriters, acting reasonably, and subject to customary assumptions, qualifications and limitations, dated as of the Closing Date, from the Company's Canadian counsel, Borden Ladner Gervais LLP (which counsel may rely on, to the extent appropriate in the circumstances, upon local counsel or to arrange for separate opinions of local counsel and, as to matters of fact, may rely on certificates of officers, public officials or of the auditors or transfer agents of the Company), to the effect set forth below and to such other matters as the Underwriters may reasonably request, including without limitation, that:

(a) the Company is a valid and subsisting corporation under the laws of the Province of Alberta and has all necessary corporate power and capacity to carry on its business as described in the Prospectus and to own, lease and operate its property and assets;

(b) the Company has all necessary corporate power and capacity to execute and deliver and to perform its obligations under this Agreement and the Warrant Indenture and to issue and deliver the Units, the Additional Units, the Warrant Shares, the Underwriters' Warrants and Underwriters' Warrant Shares and to grant the Over-Allotment Option;

(c) the Company is a “reporting issuer”, or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of Canadian Securities Laws in any of the Qualifying Jurisdictions which maintain such a list;

(d) as to the authorized share capital of the Company, and as to the number of issued and outstanding shares in the capital of the Company;

(e) the Common Shares partially comprising the Units have been duly authorized by all necessary corporate action on the part of the Company and upon receipt by the Company of payment therefor by the Underwriter as provided by this Agreement will be validly issued as fully-paid and non-assessable Common Shares in the capital of the Company, and the Common Shares partially comprising the Additional Units have been duly authorized by all necessary corporate action on the part of the Company and upon receipt by the Company of payment therefor by the Underwriter as provided by this Agreement will be validly issued as fully-paid and non-assessable Common Shares in the capital of the Company;

(f) (i) the Warrants partially comprising the Units have been duly authorized by all necessary corporate action on the part of the Company and upon receipt by the Company of payment therefor by the Underwriter as provided by this Agreement will be validly issued as fully-paid and non-assessable securities of the Company, (ii) the Warrants partially comprising the Additional Units have been duly authorized by all necessary corporate action on the part of the Company and upon receipt by the Company of payment therefor by the Underwriter as provided by this Agreement will be validly issued as fully-paid and non-assessable securities of the Company, and (iii) the Underwriters’ Warrants have been duly authorized by all necessary corporate action on the part of the Company and upon receipt by the Company of payment as provided by this Agreement will be validly issued as fully-paid and non-assessable securities of the Company;

(g) the Warrant Shares issuable upon the exercise of the Warrants and the Underwriters’ Warrant Shares issuable upon the exercise of the Underwriter’s Warrants have been duly reserved for issuance and will be, when issued in accordance with the due exercise of the Warrants or the Underwriters’ Warrants, as applicable, issued as fully-paid and non-assessable shares in the capital of the Company;

(h) the execution and delivery by the Company of this Agreement and the Warrant Indenture and the performance by it of its obligations hereunder and thereunder have been duly authorized by all necessary corporate action on the Company's part;

(i) each of this Agreement and the Warrant Indenture constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to customary qualifications for enforceability;

(j) the execution and delivery by the Company of this Agreement and the Warrant Indenture and the performance by it of its obligations hereunder and thereunder do not breach any provisions of, or constitute a default under the articles or bylaws of the Company, or any resolution of any of the Company’s directors (or committees of directors) or shareholders;

(k) the attributes of the Offered Securities, the Warrant Shares, the Underwriters’ Warrants and the Underwriters’ Warrant Shares are consistent in all material respects with the description of thereof in the Prospectus Supplement;

(l) the form and terms of the certificate representing the Common Shares, the Warrants and Underwriters' Warrants have been duly approved and adopted by the directors of the Company and conform with all legal requirements relating thereto;

(m) the Common Shares partially comprising the Units and Additional Units, the Warrant Shares issuable upon the exercise of the Warrants and the Underwriters' Warrant Shares issuable upon exercise of the Underwriters' Warrants have been accepted for listing on the TSXV, subject to satisfying the conditions set out in the Exchange Letter;

(n) as to the accuracy of the statements under "Eligibility for Investment" and "Certain Canadian Federal Income Tax Considerations" in the Prospectus Supplement, subject to the assumptions, qualifications, limitations and restrictions set out therein;

(o) TMX Trust Company, at its principal offices in Calgary, Alberta and Toronto, Ontario has been duly appointed as the transfer agent and registrar for the Common Shares and TMX Trust Company at its principal offices in Calgary, Alberta and Toronto, Ontario has been duly appointed as the warrant agent in respect of the Warrants;

(p) the execution and delivery by the Company of each of the Base Prospectus and the Prospectus Supplement and the filing of these documents with the Securities Commissions in each of the Qualifying Jurisdictions under the Canadian Securities Laws have been duly authorized by all necessary corporate action on the Company's part;

(q) all necessary documents have been filed and all requisite proceedings have been taken and all necessary approvals, permits, consents and authorizations of the Securities Commissions under the Canadian Securities Laws have been obtained by the Company to qualify (i) the Offered Securities for distribution in each of the Qualifying Jurisdictions through dealers duly registered in the category of investment dealer under the Canadian Securities Laws of the applicable Qualifying Jurisdiction who have complied with the relevant provisions of such applicable Securities Laws and the terms of their registration and (ii) the distribution of the Underwriters' Warrants to the Underwriters; and

(r) no prospectus is required nor are any other documents, proceedings or approvals, permits, consents or authorizations of regulatory authorities required to be filed, taken or obtained (other than those which have been filed, taken or obtained) under the Canadian Securities Laws to permit the issuance by the Company of the Warrant Shares issuable upon exercise of the Warrants and the issuance of the Underwriters' Warrant Shares upon exercise of the Underwriters' Warrants in accordance with their terms;

(2) legal opinions addressed to the Underwriters, in form and substance satisfactory to the Underwriters, acting reasonably, dated as of the Closing Date, from counsel to each of the Material Subsidiaries, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Subsidiaries, as appropriate, with respect to the following matters: (i) each of the Material Subsidiaries is a corporation existing under the laws of the jurisdiction in which it was incorporated, amalgamated or continued, as the case may be, and has all requisite corporate power to own, lease and operate its property and assets and to conduct its business as described in the Prospectus; and (ii) the issued and outstanding shares of the Subsidiaries are registered, directly or indirectly, in the name of the Company;

(3) the Underwriters shall have received the executed Lock-Up Agreements, in substantially the form attached hereto as Schedule "A", from each director and senior officer of the Company;

(4) a certificate dated the Closing Date addressed to the Underwriters and signed by the Chief Executive Officer and Chief Financial Officer of the Company or such other officers as the Underwriters may agree, certifying for and on behalf of the Company, and not in their personal capacities, to the best of their knowledge, after having made due inquiries, with respect to the following matters:

(a) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Offered Securities or any other securities of the Company has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any Canadian Securities Laws or by any regulatory authority;

(b) since the date of the most recent Financial Statements included or incorporated by reference in the Prospectus Supplement (exclusive of any supplement thereto), there has been no material change (actual, anticipated, contemplated or threatened) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Company and its Subsidiaries, taken as a whole;

(c) other than the Offering, no material change relating to the Company on a consolidated basis has occurred since the date of this Agreement with respect to which the requisite material change report has not been filed, and no such disclosure has been made on a confidential basis that remains confidential;

(d) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact or the existence of any new material fact) contained in the Prospectus which fact or change is, or may be, of such a nature as to render any statement in the Prospectus misleading or untrue in any material respect or which would result in a misrepresentation (as defined under Canadian Securities Laws) in the Prospectus or which would result in the Prospectus not complying with Canadian Securities Laws;

(e) the Company has complied in all material respects with all the covenants and satisfied in all material respects the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time; and

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

(5) a certificate dated as of such Closing Date, addressed to the Underwriters signed by two senior officers of the Company, in form and substance satisfactory to the Underwriters, acting reasonably, with respect to the articles, by-laws and other organizational documents of the Company, all resolutions of the Board of Directors relating to this Agreement and the Offering, and the incumbency and specimen signatures of signing officers of the Company;

(6) a certificate of TSX Trust Company, as registrar and transfer agent of the Common Shares in Canada, certifying as to the number of Common Shares issued and outstanding on the Business Day prior to such Closing Date;

(7) a comfort letter, dated as of such Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, from MNP LLP bringing forward to the date which is two Business Days prior to the Closing Date the information contained in the comfort letter referred to in subsection 4(1)(d) of this Agreement;

(8) the Underwriters shall not have exercised any rights of termination set forth in Section 11 of this Agreement;

(9) the Company shall have complied in all material respects with the terms and conditions of this Agreement on its part to be complied with at or prior to the Closing Time;

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

(11) the Underwriters shall have received the Underwriting Fee and the Underwriters' Warrants in respect of the Offered Securities; and

(12) the Underwriters shall have received at the Closing Time such further certificates, opinions of counsel and other documentation from the Company as may be contemplated herein or as the Underwriters may reasonably require, provided, however, that the Underwriters shall request any such certificate or document within a reasonable period prior to the Closing Time that is sufficient for the Company to obtain and deliver such certificate, opinion or document, and in any event, at least 48 hours prior to the Closing Time.

Section 8. Additional Covenants of the Company

In addition to any other covenant of the Company set forth in this Agreement, the Company covenants with the Underwriters that:

(1) *Other Filings*. The Company will make all necessary filings, obtain all necessary regulatory consents and approvals (if any) and the Company will pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement;

(2) *Press Releases*. Subject to compliance with applicable law, until the Closing Time, any press release of the Company will be provided in advance to the Underwriters, and the Company will accept reasonable comments from the Underwriters prior to the release thereof;

(3) *Qualification of Securities*. The Company shall take or cause to be taken all necessary action to qualify the Offered Securities for sale under the Canadian Securities Laws and to continue such qualifications in effect so long as required for the distribution of the Offered Securities, except that the Company shall not be required in connection therewith to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to execute a general consent

to service of process in any state or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise subject;

(4) *Listing of Warrants*. The Company shall use its commercially reasonable efforts to obtain the listing of the Warrants on the TSXV prior to the Closing Date (or as soon as reasonably practicable thereafter), subject to the Underwriters satisfying the distribution requirements of the TSXV for the Warrants to be listed thereon;

(5) *Reporting Issuer and Listing of Common Shares*. The Company will use its commercially reasonable efforts to maintain:

(a) its status as a "reporting issuer" under Canadian Securities Laws and not in default of any requirement of such Canadian Securities Laws until the expiry date of the Warrants; and

(b) the listing of the Common Shares and, if and when listed, the listing of the Warrants, on the TSXV or such other recognized stock exchange or quotation system as the Underwriter, may approve (acting reasonably), until the expiry date of the Warrants,

provided that (A) the foregoing is subject to the obligations of the directors to comply with their fiduciary duties to the Company; and (B) the Company shall not be required to comply with this provision following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the Business Corporations Act (Alberta);

(6) *Use of Proceeds*. The Company will apply the net proceeds from the issue and sale of the Units and the Additional Units in accordance with the disclosure set out under the heading "Use of Proceeds" in the Prospectus Supplement, except for circumstances where, for sound business reasons, a reallocation of the net proceeds may be necessary;

(7) *Standstill*. The Company agrees not to, directly or indirectly, offer, issue, sell, grant, secure, pledge, lend, or otherwise transfer, dispose of or monetize, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, any Common Shares or any other securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Company for a period of 90 days after the Closing Date, without the prior written consent of the Lead Underwriter, such consent not to be unreasonably withheld, except, in conjunction with: (i) the grant or exercise of incentive securities pursuant to existing incentive plans; (ii) the exercise of Convertible Securities outstanding on the date hereof or to be issued under the Offering provided that such securities have not been amended since the date of the Underwriting Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities; (iii) the issuance of Common Shares in the event the Company elects to satisfy the payment of interest obligations under the Convertible Debentures by the delivery of Common Shares; or (iv) securities issued pursuant to bona fide arm's-length acquisitions of businesses (or securities or assets thereof) or other strategic transactions approved by the Board of Directors, other than a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

Section 9. Representations, Warranties and Covenants of the Underwriters

(1) Each of the Underwriters represents and warrants to the Company, severally, and not jointly, on its behalf, and acknowledges that the Company is relying upon such representations and warranties in

entering into this Agreement, that (i) it is, and will remain so until the completion of the Offering, appropriately registered under Canadian Securities Laws so as to permit it to lawfully fulfill its obligations hereunder, (ii) it will sell the Offered Securities in accordance with Canadian Securities Laws and the laws of any other jurisdictions in which the Offered Securities are offered and sold under the Offering; and (iii) at least one of the Underwriters is registered in each of the Qualifying Jurisdictions.

(2) Each of the Underwriters represents and warrants to the Company, severally, and not jointly, on its behalf, and acknowledges that the Company is relying upon such representations and warranties in entering into this Agreement, that it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated under this Agreement on the terms and conditions set forth herein and this Agreement has been duly authorized, executed and delivered by it and constitute a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law and public policy with respect thereto.

(3) Each of the Underwriters covenants and agrees with the Company that it shall, through the Underwriters, notify the Company when, in the Underwriters' opinions, the Underwriters, together with such other investment dealers and brokers, have ceased distribution of the Offered Securities, and provide a breakdown of the number of Offered Securities distributed: (i) in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to securities regulatory authorities; and (ii) in any other jurisdictions.

Section 10. Compensation of the Underwriters

In consideration for their services hereunder, the Company agrees to pay to the Underwriters (i) at or prior to the Closing Time on the Closing Date; and (ii) at or prior to the closing time of each Option Closing Date, an aggregate cash fee (collectively, the "**Underwriting Fee**") equal to 7.0% of the aggregate gross cash proceeds received from the sale of the Offered Securities (including, for greater certainty, any Additional Units, Additional Shares and/or Additional Warrants issued and sold upon exercise of the Over-Allotment Option) in consideration of the services to be rendered by the Underwriters in connection with the Offering. The Underwriting Fee shall be fully earned by the Underwriters at each of the times referred to in (i) and (ii).

The foregoing Underwriting Fee may, at the sole option of the Underwriters, be deducted from the aggregate gross proceeds of the sale of the Offered Securities and withheld for the account of the Underwriters. The Company also agrees to pay the Underwriters' expenses as set forth in section 15 hereof.

As additional consideration, the Company shall issue to the Underwriters (i) at or prior to the Closing Time on the Closing Date; and (ii) at or prior to the closing time of each Option Closing Date such number of underwriters' warrants (each an "**Underwriters' Warrant**") as is equal to 7.0% of the aggregate number of Units sold in the Offering (including, for greater certainty, any Additional Units, Additional Shares and/or Additional Warrants issued and sold upon exercise of the Over-Allotment Option). Each Underwriters' Warrant shall entitle the holder thereof to purchase one Common Share (each an "**Underwriters' Warrant Share**") at a price equal to the Warrant Exercise Price until the date that is thirty-six (36) months following the Closing Date. The Underwriters' Warrants will contain anti-dilution provisions comparable to those set out in the Warrant Indenture.

Section 11. Termination Rights

(1) All material terms and conditions set out in this Agreement shall be construed as conditions and any breach or failure by the Company to comply with any such conditions in favour of the Underwriters shall entitle the Underwriters to terminate their obligation to purchase the Offered Securities by written notice to that effect given to the Company at any time prior to the Closing Time. The Company shall use its commercially reasonable efforts to cause all conditions in this Agreement to be satisfied. It is understood that 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 subsequent breach or non-compliance, provided that, to be binding on the Underwriters, any such waiver or extension must be in writing.

(2) In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act, or non-compliance by the Company in respect of any of the matters contemplated by this Agreement, the Underwriters (or any of them) shall be entitled, at their option, to terminate and cancel, without any liability on the part of the Underwriters, their obligations under this Agreement to purchase the Offered Securities prior to Closing or any Offered Securities not then purchased under this Agreement by giving written notice to the Company if at any time after the date hereof and prior to the Closing Time on the Closing Date:

(a) the due diligence investigations performed by the Underwriters or any of their representatives prior to the filing of the Prospectus Supplement reveal any previously undisclosed material information or fact, which, in the opinion of any Underwriter acting reasonably, is materially adverse to the Company or its business, or in the sole opinion of the Underwriter acting reasonably, would reasonably be expected to materially adversely affect the price or value of the Common Shares or any other securities of the Company;

(b) there is a material change or a change in a material fact (as such terms are defined under Canadian Securities Laws) or new material fact shall arise or there should be discovered any previously undisclosed material fact, in each case, that has or would reasonably be expected to have, in the opinion of the Underwriters (or any one of them), acting reasonably, a significant adverse change or effect on the business or affairs of the Company or on the market price or the value of the Common Shares or any other securities of the Company;

(c) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the opinion of the Underwriters (or any one of them), acting reasonably, materially adversely affects or involves or would reasonably be expected to materially adversely affect or involve the financial markets in Canada or the U.S. generally or the business, operations or affairs of the Company and its subsidiaries taken as a whole or the market price or value of the securities of the Company;

(d) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the TSXV or a Securities Commission (except for any inquiry, suit, proceeding, investigation or order based upon the activities of the Underwriters) which, in the opinion of the Underwriters (or any one of them), acting reasonably, operates to prevent or materially restrict the trading of the Common Shares or any other securities of the Company; or

(e) the Company is in breach of any material term, condition or covenant of this Agreement that may not be reasonably expected to be remedied prior to the Closing Date or any material representation or warranty given by the Company herein becomes or is false in any material respect.

(3) If the obligations of the Underwriters are terminated under this Agreement pursuant to these termination rights, the liability of the Company to the Underwriters shall be limited to the obligations under Sections 13, 14 and 15.

(4) A notice of termination given by one Underwriter under Section 11 shall not be binding upon the other Underwriters.

Section 12. Survival of Representations and Warranties

All representations, warranties, covenants and agreements herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transaction of purchase and sale herein contemplated shall survive the purchase and sale of the Offered Securities and the termination of this Agreement and shall continue in full force and effect for a period of three years from the Closing Date for the benefit of the Underwriters and/or the Company, as the case may be, in accordance with applicable law, regardless of any subsequent disposition of the Offered Securities or any investigation by or on behalf of the Underwriters with respect thereto. The Underwriters and the Company shall be entitled to rely on the representations and warranties of the Company or the Underwriters, as the case may be, contained herein or delivered pursuant hereto notwithstanding any investigation which the Underwriters or the Company may undertake or which may be undertaken on their behalf. Without limiting the foregoing, the provisions contained in this Agreement relating to the indemnification or the contribution obligations shall survive in full force and effect, indefinitely.

Section 13. Indemnity

(1) The Company covenants and agrees to indemnify and save the Underwriters and/or any of their respective subsidiaries and affiliates and their respective directors, officers, employees, partners, advisors, agents, successors and assigns, and each other person, if any, controlling any Underwriter or its affiliates (individually, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") harmless from and against any and all expenses, fees, losses, claims, actions, damages, obligations and liabilities, joint or several, of any nature (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims and the reasonable fees and expenses of their respective counsel and other expenses, but not including any amount for lost profits) (collectively, the "**Losses**") that are incurred in investigating, defending and/or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (collectively the "**Claims**") insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of professional services rendered to the Company by the Indemnified Parties or otherwise in connection with the matters referred to in this Agreement, whether performed before or after the execution and delivery of this Agreement, including, without limitation, any Claims in any way caused by, or arising directly or indirectly from, or in consequence of:

(a) any misrepresentation or alleged misrepresentation contained in this Agreement;

(b) any untrue statement or alleged untrue statement of a material fact or omission, or alleged omission, to state a material fact that is required to be stated therein or that is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (except any information or statement related solely to the

Underwriters provided by the Underwriters for inclusion therein) contained in this Agreement, the Prospectus, any Supplementary Material, or any Documents Incorporated by Reference;

(c) any information or statement (except any information or statement relating solely to the Underwriters) contained in any certificate of the Company delivered under or pursuant to this Agreement which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation;

(d) any omission or alleged omission to state, in any certificate of the Company delivered under or pursuant to this Agreement, any fact (except facts relating solely to the Underwriters) required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made; or

(e) the non-compliance or alleged non-compliance by the Company with any requirements of Canadian Securities Laws in connection with the Offering including, for greater certainty, the requirement to file a shelf prospectus supplement on or before the date that is two business days after the offering price of the securities to which it pertains is determined in accordance with NI 44-102 (except if such failure to file is the result of any act or failure to act of the Underwriters (or any of them) other than the termination of this Agreement).

(2) Notwithstanding subsection 13(1), the indemnification in subsection 13(1) does not and shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(a) a Claim was caused by or resulted from an Indemnified Party’s material breach of this Agreement, breach of applicable law or the Indemnified Parties have committed wilful misconduct, negligence or fraud in the course of the performance of professional services rendered to the Company by the Indemnified Parties or otherwise in connection with the matters referred to in this Agreement; and

(b) the Losses, as to which indemnification is claimed, were caused solely by the breach, wilful misconduct, negligence or fraud referred to in subsection 13(2)(a).

(3) If any matter or thing contemplated by this Section 13 shall be asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided, such Indemnified Party will notify the Company as soon as possible of the nature of such claim (provided that omission to so notify the Company will not relieve the Company of any liability that it may otherwise have to the Indemnified Party hereunder, except to the extent the Company is materially prejudiced by such omission) and the Company shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim; provided, however, that the defence shall be through legal counsel reasonably acceptable to such Indemnified Party and that no settlement may be made by the Company or such Indemnified Party without the prior written consent of the other, such consent not to be unreasonably withheld.

(4) The Company shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel. The Company shall have 14 calendar days after receipt of the notice to undertake, conduct and control, through counsel of its own choosing and at its own expense, the settlement or defense of the Claim. Upon the Company notifying the Underwriters in writing of its election to assume the defence and retaining counsel, the Company shall not be liable to the Underwriters for any legal expenses subsequently incurred by them in connection with such defence.

If such defence is assumed by the Company, the Company throughout the course thereof will provide copies of all relevant documentation to the Underwriters, will keep the Underwriters advised of the progress thereof and will discuss with the Underwriters all significant actions proposed and the relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim. The Company also agrees to reimburse the Indemnified Parties for the time spent by their personnel in connection with any Claim at their normal per diem rates.

(5) Notwithstanding anything to the contrary in this Section 13, any Underwriter shall have the right, at the Company's expense, to employ counsel of such Underwriter's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the Company does not promptly assume the defense of the Claim no later than 14 calendar days after receiving actual notice of the Claim (as set forth above); (ii) the employment of such counsel has been authorized by the Company; or (iii) counsel retained by the Company or the Underwriter(s) has advised the Underwriter(s) that representation of both parties by the same counsel would be inappropriate for any reason, including without limitation because there may be legal defences available to the Underwriters which are different from or in addition to those available to the Company (in which event and to that extent, the Company shall not have the right to assume or direct the defence on the Underwriter's behalf) or that there is a conflict of interest between the Company and the Underwriters or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Company shall not have the right to assume or direct the defence on the Underwriters' behalf).

(6) The Company will not, without the prior written consent of the Indemnified Parties, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought under this indemnity (whether or not any Indemnified Party is a party to such Claim) unless the Company has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. No admission of liability shall be made and the Company shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

(7) To the extent that any Indemnified Party is not a party to this Agreement, the Underwriters shall obtain and hold the right and benefit of this Section 13 in trust for and on behalf of such Indemnified Party.

(8) The Company hereby consents to personal jurisdiction in any court in which any claim that is subject to indemnification hereunder is brought against the Underwriters or any Indemnified Party and to the assignment of the benefit of this Section 13 to any Indemnified Party for the purpose of enforcement provided that nothing herein shall limit the Company's right or ability to contest the appropriate jurisdiction or forum for the determination of any such claims.

Section 14. Contribution

If for any reason (other than the occurrence of any of the events itemized in subsection 13(2)), the foregoing indemnification is unavailable to the Indemnified Parties or insufficient to hold them harmless, then the Company shall contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Underwriters on the other hand but also the relative fault of the Company and the Underwriters, as well as any relevant equitable considerations;

provided that the Company shall, in any event, contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the fees received by the Underwriters pursuant to the transactions contemplated by this Agreement. The right to contribution provided in this Section 14 shall be in addition and not in derogation of any other right to contribution which the Underwriters may have by statute or otherwise by law.

Section 15. Expenses

The Company will pay all costs and expenses in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Securities; (ii) the preparation and filing of the Prospectus Supplement or any amendments thereto; (iii) the fees and disbursements of legal counsel and auditors to the Company; (iv) all costs incurred in connection with the preparation of documentation relating to the Offering (including all costs incurred in connection with preparing, printing, translating and providing commercial copies of the Offering Documents and share certificates representing the Offered Securities); (v) listing fees; (vi) all reasonable out-of-pocket expenses incurred by the Underwriters (including, but not limited to, their travel expenses in connection with roadshow and marketing activities) and (vii) the reasonable documented fees and disbursements, plus applicable taxes thereon, of the Underwriters' legal counsel (to a maximum of $110,000, exclusive of applicable taxes and disbursements, such amount subject to be increased with the consent of the Company (such consent not to be unreasonably withheld)). All reasonable costs and expenses incurred by the Underwriters or on their behalf shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriters and shall be payable whether or not the Offering is completed.

Section 16. Liability of the Underwriters

(1) The obligation of the Underwriters to purchase the Offered Securities at the Closing Time shall be several, and not joint, nor joint and several, and shall be as to the following percentages to be purchased at any such time:

Echelon Wealth Partners Inc.	85%
Desjardins Securities Inc.	15%
	100.0%

(2) In the event that any Underwriter shall fail to purchase its applicable percentage of the Offered Securities (the "**Defaulted Securities**") at the Closing Time, the other Underwriter shall have the right, within 36 hours thereafter, to make arrangements to purchase all, but not less than all, of the Defaulted Securities, in such amounts as may be agreed upon and upon the terms set forth herein. If, however, the Underwriter shall have not completed such arrangements within such 36 hour period, then:

(a) if the number of Defaulted Securities does not exceed 10% of the number of Offered Securities to be purchased hereunder, the non-defaulting Underwriter shall be obligated to purchase the full amount thereof in the proportions that its respective underwriting obligations hereunder bear to the underwriting obligation of the non-defaulting Underwriter, or

(b) if the number of Defaulted Securities exceeds 10% of the number of Offered Securities to be purchased on such date, this Agreement shall terminate without liability on the part of the non-defaulting Underwriter.

(3) No action taken pursuant to this Section 16 shall relieve the defaulting Underwriter from liability in respect of its default to the Company or to the non-defaulting Underwriter.

(4) In the event of any such default which does not result in a termination of this Agreement, either the Underwriters or the Company shall have the right to postpone the Closing Date for a period not exceeding seven calendar days in order to effect any required changes to the Prospectus.

Section 17. Participation Right

If during the period commencing on the date hereof and ending January 23, 2021 (the "**Right of Participation Period**"), the Company undertakes any public or private brokered offering of debt (excluding mortgage debt or any other form of property level financing), equity or equity-based securities, the Lead Underwriter will have a right of participation (the "**Right of Participation**") to serve as an agent for such transaction and to share in minimum transaction economics of twenty-five percent (25%). In the event the Right of Participation is exercised, the Company and the Lead Underwriter will enter into a separate agreement or other appropriate documentation for such engagement containing such compensation and other terms and conditions as are customary for similar engagements, including, without limitation, appropriate indemnification provisions, which terms, conditions and provisions shall not be less favourable to the Company in the aggregate than the terms and conditions of this Agreement. The foregoing Right of Participation must be exercised by the Lead Underwriter within five (5) Business Days following written notification from the Company that the Company requires or proposes to obtain additional financing, failing which the Lead Underwriter shall relinquish its rights with respect to that particular engagement only and shall continue to have the Right of Participation in relation to any other public or private offering of debt, equity, equity-based securities of the Company during the Right of Participation Period. If, prior to, or any time after, providing the Lead Underwriter with such written notice, the Company has received an offer from a third party to serve as lead manager, or exclusive placement agent in connection with a financing engagement, the terms upon which such third party has proposed to act in such capacity shall be disclosed to the Lead Underwriter by the Company in writing, and the Lead Underwriter shall be entitled to exercise its Right of Participation by notifying the Company, within five (5) Business Days following written notification from the Company, of its intention to match the terms proposed by such third party. The Company confirms that there are no other rights of participation to provide debt or equity financing services to the Company currently outstanding.

Section 18. No Fiduciary Duty

The Company hereby acknowledges that (a) the purchase and sale of the Offered Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principals and not as an agents or fiduciaries of the Company, and (c) the Company's engagement of the Underwriters in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters owe an agency, fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

Section 19. Notices

All notices or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by facsimile delivered or facsimile to such other party as follows:

(a) to the Company at:

National Access Cannabis Corp. d/b/a META Growth
Suite 200, 56 Aberfoyle Crescent
Toronto, Ontario, M8X 2W4, Canada

Attention: Mark Goliger
E-mail: Mark.Goliger@metagrowth.com

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

Borden Ladner Gervais LLP
Centennial Place, East Tower, 1900, 520 – 3rd Ave. SW
Calgary, AB, T2P 0R3, Canada

Attention: Michael Saliken
Email: MSaliken@blg.com

(b) to the Underwriters at:

Echelon Wealth Partners Inc.
1 Adelaide Street East, Suite 2100
Toronto, ON, M5C 2V9, Canada

Attention: Peter Graham and Beth Shaw
e-mail: pgraham@echelonpartners.com and bshaw@echelonpartners.com

Desjardins Securities Inc.
25 York Street, Suite 1000
Toronto, ON, M5J 2V5, Canada

Attention: Bill Tebbutt
E-mail: bill.tebbutt@desjardins.com

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

Dentons Canada LLP
77 King Street West, Suite 400
Toronto, ON, M5K 0A1, Canada

Attention: Eric Foster
e-mail: eric.foster@dentons.com

or at such other address or e-mail address as may be given by either of them to the other in writing from time to time and such notices or other communications shall be deemed to have been received when delivered or, if via e-mail or facsimile, on the next business day after such notice or other communication has been sent.

Section 20. Market Stabilization

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

Section 21. Governing Law and Service of Process

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the parties irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

Section 22. Counterpart Signature

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

Section 23. Time of the Essence

Time shall be of the essence in this Agreement.

Section 24. Severability

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

Section 25. Entire Agreement

This Agreement constitutes the entire agreement between the Underwriters and the Company relating to the subject matter hereof and supersedes all prior agreements between the Underwriters and the Company relating to the Offering.

Section 26. Obligations of the Underwriters

In performing their respective obligations under this Agreement, the Underwriters shall be acting severally and not jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture between the Underwriters.

Section 27. Effective Date

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

[Signature Page Follows]

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Underwriters.

Yours very truly,

ECHELON WEALTH PARTNERS INC.

Per: (signed) "Peter Graham"
Authorized Signing Officer

Per: ______________________________
Authorized Signing Officer

DESJARDINS SECURITIES INC.

Per: (signed) "William Tebbutt"
Authorized Signing Officer

The foregoing accurately reflects the terms of the transaction that we are to enter into and such terms are agreed to.

ACCEPTED as of this 27th day of January 2020.

NATIONAL ACCESS CANNABIS CORP.

Per: (signed) "Mark Goliger"
Authorized Signing Officer

SCHEDULE "A"
FORM OF LOCK-UP AGREEMENT

LOCK-UP AGREEMENT

Echelon Wealth Partners Inc.
1 Adelaide Street East, Suite 2100
Toronto, Ontario M5C 2V9

Re: Proposed Offering of Units of National Access Cannabis Corp. d/b/a META Growth

Ladies & Gentlemen:

Reference is made to the underwriting agreement dated January 27, 2020 (the "**Underwriting Agreement**") between Echelon Wealth Partners Inc. (the "**Lead Underwriter**"), Desjardins Securities Inc. and National Access Cannabis Corp. d/b/a META Growth (the "**Company**") relating to the bought deal offering of 45,454,600 units ("**Units**") in the capital of the Company at a purchase price of $0.22 per Unit for aggregate gross proceeds of $10,000,012 (collectively, the "**Offering**").

The undersigned recognizes that the Offering will benefit both the Company and the undersigned (as a securityholder of the Company) and acknowledges that the Lead Underwriter is relying on the representations and covenants of the undersigned contained in this agreement (the "**Lock-up Agreement**") in carrying out and completing the Offering.

As used herein, "**Locked-up Securities**" means any common shares in the capital of the Company (the "**Common Shares**") or other equity securities of the Company (or securities convertible or exercisable into Common Shares or other equity securities) held, directly or indirectly, by the undersigned on the date hereof, including, for greater certainty, any Common Shares issued to or purchased by the undersigned in the Offering.

In consideration of the foregoing, the undersigned will not, and will not permit any of his, her or its affiliates (as such term is defined in the *Securities Act* (Ontario)) to, directly or indirectly, without the consent of the Lead Underwriter, such consent not to be unreasonably withheld, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form or agreement or arrangement the consequence of which is to alter economic exposure to any Common Shares or other securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Company, or agree or publicly announce any intention to do any of the foregoing, in any manner whatsoever, at any time prior to 90 days after the closing of the Offering (the "**Lock-Up Period**").

The restrictions in the foregoing paragraph shall not apply to: (a) transfers to affiliates of the undersigned, or to any company, trust or other entity owned by or maintained for the benefit of the undersigned or for tax planning purposes; (b) transfers occurring by operation of law or in connection with transactions as a result of the death of the undersigned, provided that in each of (a) and (b) above, that any such transferee shall first execute a lock-up agreement with the Underwriter in substantially the same form as this Lock-Up Agreement with respect to the Locked-Up Securities for the remainder of the Lock-Up Period; or (c) transfers made pursuant to a *bona fide* take-over bid made to all holders of voting securities of the Company, or a similar acquisition or merger transaction, provided that in the event that such transaction is not completed, any Locked-Up Securities shall remain subject to the restrictions contained herein.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement and that, upon request, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof.

This Lock-Up Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Lock-Up Agreement shall not be assigned by the undersigned without the prior written consent of the Underwriter. This Lock-Up Agreement is irrevocable and will be binding on the undersigned and its respective successors, heirs, personal or legal representatives and permitted assigns.

(***signature page to follow***)

DATED this ________ day of ______________________, 2020.

____
Print name of holder of Locked-Up Securities

By: ____________________________________
Authorized Signature

____
Print Name of Signatory
(if different from holder of Locked-Up Securities)

____
Title of Signatory
(if Signatory different from holder of Locked-Up Securities)

Number and type of securities of the
Company subject to this lock-up agreement:

____

____

____