UNDERWRITING AGREEMENT

November 25, 2016

Distinct Infrastructure Group Inc.
77 Belfield Road
Toronto, ON M9W 1G6

Attention: Alex Agius, Co-CEO & Joe Lanni, Co-CEO

Dear Sir:

Based upon and subject to the terms and conditions set out in this Agreement (as defined herein), AltaCorp Capital Inc. and Canaccord Genuity Corp., as co-lead-underwriters (the "**Lead Underwriters**"), Cormark Securities Inc., Haywood Securities Inc. and Mackie Research Capital Corporation (together with the Lead Underwriters, the "**Underwriters**") hereby offer to purchase, on a "bought deal" basis, severally and not jointly in their respective proportions set out in Section 17 of this Agreement, from Distinct Infrastructure Group Inc. (the "**Corporation**"), and the Corporation hereby agrees to sell to the Underwriters on the Closing Date (as defined herein), 7,407,408 common shares of the Corporation (the "**Purchased Shares**"), at a price of $1.35 per Offered Share (the "**Offering Price**"), for aggregate gross proceeds to the Corporation of $10,000,001 (the "**Offering**").

The Underwriters may arrange for substituted purchasers (the "**Substituted Purchasers**") for the Offered Shares (as defined below), where such Substituted Purchasers are resident in the Selling Jurisdictions (as defined below). Each Substituted Purchaser shall purchase the Offered Shares at the Offering Price, and to the extent that Substituted Purchasers purchase Offered Shares, the obligations of the Underwriters to do so will be reduced by the number of Offered Shares purchased by the Substituted Purchasers from the Corporation.

The Corporation hereby grants an option (the "**Over-Allotment Option**") to the Underwriters entitling the Underwriters to acquire from the Corporation, on and subject to the terms and conditions contained herein, until the 30th date following the Closing Date, up to 1,111,111 additional Common Shares (as defined herein) (the "**Over-Allotment Shares**") at the Offering Price. If and to the extent that the Lead Underwriters, on behalf of the Underwriters, shall have determined to exercise the Over-Allotment Option, the Underwriters shall have the right (and obligation upon delivering the Over-Allotment Option Notice (as defined herein)) to purchase, severally and not jointly in their respective proportions set out in Section 17 of this Agreement, the Over-Allotment Shares from the Corporation on the same basis as the Offered Shares. If the Lead Underwriters, on behalf of the Underwriters, elects to exercise such Over-Allotment Option, the Lead Underwriters shall notify the Corporation in writing (the "**Over-Allotment Option Notice**"), which notice shall specify the number of Over-Allotment Shares to be purchased by the Underwriters and the date on which such Over-Allotment Shares are to be purchased (the "**Option Closing Date**"). Such Option Closing Date may be the same as the Closing Date but not earlier than the later of (i) the Closing Date; and (ii) three Business Days (as defined herein) after the date of such notice. Over-Allotment Shares may be purchased solely for the purpose of covering over-allotments made in connection with the Offering of the Offered Shares and for market stabilization purposes.

Unless the context otherwise requires, all references to "**Offered Shares**" include the Purchased Shares and shall assume the exercise of the Over-Allotment Option and shall include the Over-Allotment Shares issuable upon the exercise thereof, as applicable.

The Underwriters propose to distribute the Offered Shares in each of the provinces of Canada (other than Québec) (the "**Qualifying Jurisdictions**") pursuant to the Final Prospectus (as defined below) and may also distribute the Offered Shares to, or for the account or benefit of, persons in the United States (as defined below) in transactions that are exempt from the registration requirements of the U.S. Securities Act (as defined below) pursuant to the U.S. Private Placement Memorandum (as defined below), all in the manner contemplated by this Agreement.

Subject to applicable law, including applicable Securities Laws (as defined below) and the terms of this Agreement, the Offered Shares may also be distributed outside of Canada and the United States, in each jurisdiction as mutually agreed to by the Corporation and the Underwriters where they may be lawfully sold by the Underwriters without: (i) giving rise to any requirement under the laws of such jurisdiction to prepare and/or file a prospectus, registration statement or document having similar effect; or (ii) creating any ongoing compliance or continuous disclosure obligations for the Corporation pursuant to the laws of such jurisdiction.

The Underwriters shall be entitled to appoint a soliciting dealer group consisting of other registered dealers approved by the Corporation (each a "**Selling Firm**") (such approval not to be unreasonably withheld) for the purposes of arranging for purchases of the Offered Shares, and there shall be no additional commission payable by the Corporation in connection therewith. The Underwriters shall be solely responsible for all compensation payable to each such dealer and liable for ensuring that any investment dealer who is a member of any soliciting dealer group formed by the Underwriters pursuant to the provisions of this Agreement or with whom any Underwriter has a contractual relationship with respect to the Offering, if any, agrees with such Underwriter to comply with the covenants and obligations given by the Underwriters herein.

In consideration of the Underwriters' services to be rendered in connection with the Offering, the Corporation shall pay to the Underwriters at Closing (as defined herein) a cash commission (the "**Commission**") equal to 5.0% of the gross proceeds realized by the Corporation in respect of the sale of the Offered Shares.

DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

"**ABCA**" means the Business Corporations Act (Alberta);

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**", and "**misrepresentation**" have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

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

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Toronto;

"**Closing**" means the completion of the issue and sale by the Corporation and the purchase by the Purchasers or the Underwriters, as applicable, on the Closing Date of the Offered Shares as contemplated by this Agreement;

"**Closing Date**" means December 9, 2016 or such other date as the Corporation and the Lead Underwriters may agree in writing;

“**Canadian Securities Laws**” means, collectively, all applicable securities laws, regulations, rules, rulings and orders in each of the Qualifying Jurisdictions together with applicable published policy statements, notices, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in the Qualifying Jurisdictions;

“**Closing Time**” means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Corporation and the Lead Underwriters may agree in writing;

“**Commission**” has the meaning ascribed thereto in the eighth paragraph of this Agreement;

“**comparables**” has the meaning ascribed thereto in NI 44-101;

“**Corporation**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Corporation’s Auditors**” means such firm of chartered accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

“**Common Shares**” means the common shares in the capital of the Corporation;

“**Continuing Underwriters**” has the meaning ascribed thereto in Section 17;

“**Corporation IP**” means the Intellectual Property that has been developed by or for or is being developed by or for the Corporation and/or a Subsidiary or that is being used by the Corporation and/or a Subsidiary in their business as currently conducted;

“**Crown Credit Facility**” means the $20,000,000 acquisition facility entered into between the Corporation and Crown Capital Fund IV LP dated November 25, 215, as amended June 30, 2016;

“**Disclosure Record**” means, collectively, all of the documents that have been filed by or on behalf of the Corporation with the relevant securities regulatory authorities pursuant to the continuous disclosure requirements of Canadian Securities Laws, including all material change reports, press releases and financial statements of the Corporation;

“**Documents Incorporated by Reference**” means all financial statements, management’s discussion and analysis, management information circulars, annual information forms, material change reports, business acquisition reports or other documents filed by the Corporation, whether before or after the date of this Agreement, and that are incorporated by reference or deemed to be incorporated by reference by applicable Canadian Securities Laws, into the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;

“**Exchange**” means the TSX Venture Exchange Inc.;

“**Environmental Laws**” has the meaning ascribed thereto in subsection 5(ii);

“**Environmental Permits**” has the meaning ascribed thereto in subsection 5(jj);

“**Final Prospectus**” means the (final) short form prospectus of the Corporation, including all of the Documents Incorporated by Reference, relating to the distribution of the Offered Shares which is to be filed with the Alberta Securities Commission (as principal regulator) and each of the other Securities Commissions pursuant to the Passport System and NI 44-101;

“**Financial Statements**” means the audited consolidated financial statements of the Corporation for the financial years ended December 31, 2015 and 2014, together with the notes thereto and the auditors’ report thereon;

"**Governmental Authority**" means any (a) federal, national, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and any self-regulatory authority and, for greater certainty, includes Health Canada and the Securities Commissions;

"**Hazardous Substances**" has the meaning ascribed thereto in subsection 5(ii);

"**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board;

"**Indemnified Party**" or "**Indemnified Parties**" has the meaning ascribed thereto in subsection 13(a); "**Indemnitor**" has the meaning ascribed thereto in subsection 13(a);

"**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software inventions, designs and other industrial or intellectual property of any kind or nature whatsoever;

"**knowledge**" means, as it pertains to the Corporation, the actual knowledge each of the Co-Chief Executive Officers, the Chief Financial Officer and Corporate Secretary and Vice President Corporate and Legal Affairs of the Corporation in office as of the date of this Agreement, after reasonable due inquiry;

"**Letter Agreement**" means the letter agreement dated November 21, 2016, between the Corporation and the Lead Underwriters;

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

"**marketing materials**" has the meaning ascribed thereto in NI 41-101;

"**Marketing Materials**" means the term sheet dated November 21, 2016 in respect of the Offering;

"**Material Adverse Effect**" means any change or effect on the Corporation and the Subsidiaries or their respective businesses that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation and the Subsidiaries and their respective businesses, taken as a whole on a consolidated basis;

"**Material Agreement**" means any material mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation or a Subsidiary is a party or by which the Corporation, a Subsidiary or a material portion of the assets of the Corporation or a Subsidiary is bound;

"**Material Premises**" means collectively, the premises located at: (i) Suite 102, 77 Belfield Road, Toronto, Ontario M9W 1G6; (ii) 180 Strathmoor Drive, Sherwood Park, Alberta T8H 2B7; and (iii) 87 Disco Road, Toronto, Ontario M9W 1M3;

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

"**Money Laundering Laws**" has the meaning ascribed thereto in subsection 5(yy);

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

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

"**notice**" has the meaning ascribed thereto in Section 19;

"**NP 11-202**" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* and its related memorandum of understanding;

"**OBCA**" means the *Business Corporations Act* (Ontario);

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

"**Offering Documents**" means the Preliminary Prospectus, the Final Prospectus, any Supplementary Material and, if applicable, the U.S. Private Placement Memorandum;

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

"**Offered Shares**" has the meaning ascribed thereto in the fourth paragraph of this Agreement;

"**Option Closing Date**" has the meaning ascribed thereto in the third paragraph of this Agreement;

"**Option Closing Time**" means 8:30 a.m. (Toronto time) on the Closing Date or such other time on the Option Closing Date as the Corporation and the Lead Underwriters may agree in writing;

"**Over-Allotment Option**" has the meaning ascribed thereto in the third paragraph of this Agreement;

"**Over-Allotment Option Notice**" has the meaning ascribed thereto in the third paragraph of this Agreement;

"**Over-Allotment Shares**" has the meaning ascribed thereto in the third paragraph of this Agreement;

"**Passport System**" means the system and procedures for prospectus filing and review under MI 11-102 and NP 11-202;

"**Permits**" has the meaning ascribed thereto in subsection 5(oo);

"**Permitted Encumbrance**" means, collectively, (i) the Crown Credit Facility Corporation; (ii) liens for real property Taxes and utility charges in any case only if same are not yet due or payable; (iii) minor title irregularities and defects, encumbrances, including easements, rights of way, encroachments, restrictive covenants, servitudes or other similar rights in land granted to or reserved by other persons, rights of way for sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real / immovable properties which encumbrances, easements, servitudes, rights of way, other similar rights and restrictions do not in the aggregate materially detract from the value of the said properties or materially impair their use in the operation of the business of such persons; (iv) any rights of expropriation, access or use or any other right conferred or reserved by or in any statute in Canada or the Province of Ontario, any right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired by such person, or by any statutory provision to terminate any such lease, licence, franchise, grant or permit, or to require annual or other periodic payments as a condition of the continuance thereof; (v) security or deposits given by such person to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of such person and in the ordinary course of its business; (vi) reservations, limitations, provisos and conditions, if any, expressed in any original grants from the Crown; (vii) any lien for Taxes or assessments not yet due or, if due, are being contested and for which a reasonable reserve has been provided; (viii) encumbrances arising in the ordinary course of business in respect of charges accruing in favour of any contractor, subcontractor or supplier, so long as such charges are not yet due or, if due, are being contested and for which a reasonable reserve has been provided; (ix) undetermined or inchoate liens, privileges, hypothecs or charges arising in the ordinary course of business which have not at such time been filed (or are not required to be filed) pursuant to law against such person's property or assets or which relate to obligations not due or delinquent; and (x) all encumbrances encumbering any leased or subleased property that relate to the interest of the lessor (other than the Corporation or the Subsidiaries) or sublessor (other than the Corporation or the Subsidiaries) in such property (including ground leases and lessor and sublessor granted mortgages);

"**person**" shall be broadly interpreted and shall include any individual, corporation, partnership, joint venture, association, trust or other legal entity;

"**Personnel**" has the meaning ascribed thereto in subsection 13(a);

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Corporation dated even date herewith, including all Documents Incorporated by Reference, relating to the distribution of the Offered Shares which is to be filed with the Alberta Securities Commission (as principal regulator) and each of the other Securities Commissions pursuant to the Passport System and NI 44-101;

"**Proceedings**" has the meaning ascribed thereto in Section 27;

"**Prospectus**" means, collectively, the Preliminary Prospectus, the Final Prospectus and any amendments thereto;

"**Purchasers**" means, collectively, each of the purchasers of Offered Shares arranged by the Underwriters, including the Substituted Purchasers, in connection with the Offering, including, if applicable, the Underwriters;

"**Qualified Institutional Buyer**" means "qualified institutional buyers" as such term is defined in Rule 144A(a)(1) of the U.S. Securities Act;

"**Qualifying Jurisdictions**" has the meaning ascribed thereto in the fifth paragraph of this Agreement;

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

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

"**Refusing Underwriter**" has the meaning ascribed thereto in Section 17;

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

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

"**Securities Commissions**" means, collectively, the applicable securities commissions or other securities regulatory authority in each of the Qualifying Jurisdictions;

"**Securities Laws**" means collectively, Canadian Securities Laws, U.S. Securities Laws and all applicable securities laws, rules, regulations, policies and other instruments promulgated by the securities regulators in any of the other Selling Jurisdictions;

“**Selling Jurisdictions**” means, collectively, each of the Qualifying Jurisdictions and may also include, the United States and any other jurisdictions outside of Canada and the United States as mutually agreed to by the Corporation and the Underwriters;

“**Selling Firm**” has the meaning ascribed thereto in seventh paragraph of this Agreement;

“**Standard Listing Conditions**” has the meaning ascribed thereto in subsection 3(d);

“**standard term sheet**” has the meaning ascribed thereto in NI 41-101;

“**Subsidiaries**” means, collectively, QE2 Holdings Corp., DistinctTech Inc., Mega Diesel Excavating Ltd., iVac Services Inc., Pillar Contracting Ltd., Boom Ventures Inc., iVac Services Inc., Distinct Environmental Solutions Inc., Distinct Infrastructure Group (Alberta) Inc.;

“**Substituted Purchasers**” has the meaning ascribed thereto in the second paragraph of this Agreement;

“**subsidiary**” has the meaning ascribed thereto in the OBCA;

“**Supplementary Material**” means, collectively, any amendment to the Preliminary Prospectus or the Final Prospectus, an amendment to any of the Offering Documents or any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under Canadian Securities Laws relating to the distribution of the Offered Shares;

“**Taxes**” has the meaning ascribed thereto in subsection 5(h);

“**template version**” has the meaning ascribed thereto in NI 41-101;

“**Transfer Agent**” means the registrar and transfer agent for the Common Shares, namely Computershare Trust Company of Canada;

“**Underwriters**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Underwriters’ Information**” means information and statements relating solely to the Underwriters which have been provided by an Underwriter to the Corporation in writing specifically for use in the Offering Documents;

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

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

“**U.S. Affiliates**” means the Underwriters’ respective United States registered broker dealer affiliates;

“**U.S. Private Placement Memorandum**” means the private placement offering memorandum in the event of an offering of the Offered Shares in the United States, which will include and supplement the Prospectus;

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

“**U.S. Securities Laws**” means all applicable securities legislation in the United States, including, without limitation, the U.S. Exchange Act and U.S. Securities Act;

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(i) references herein to any agreement or instrument, including this Agreement, are deemed to be references to the agreement or instrument as varied, amended, modified, supplemented or replaced from time to time, and any specific references herein to any legislation or enactment are deemed to be references to such legislation or enactment as the same may be amended or replaced from time to time; and

(ii) the division of this Agreement into articles, sections, subsections and clauses and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and the schedule hereto and not to any particular article, section, subsection, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

The following schedule is attached to this Agreement, which schedule is deemed to be a part hereof and is hereby incorporated by reference herein:

Schedule “A” Compliance with United States Securities Laws

TERMS AND CONDITIONS

1. Corporation’s Covenants.

The Corporation makes the following covenants to the Underwriters, and acknowledges that each of them is relying on such covenants in purchasing the Offered Shares.

(a) Promptly after the execution and delivery of this Agreement by the parties hereto, the Corporation shall file under Canadian Securities Laws the Preliminary Prospectus and other documents relating to the proposed distribution of the Offered Shares in the Qualifying Jurisdictions, and the Corporation shall use its commercially reasonable efforts to obtain a receipt or deemed receipt therefor from the Alberta Securities Commission (as principal regulator) and each of the other Securities Commissions pursuant to the Passport System dated the date hereof.

(b) The Corporation shall use its commercially reasonable efforts to satisfy all comments with respect to the Preliminary Prospectus as soon as possible after receipt of such comments. The Corporation shall prepare and file under the Canadian Securities Laws the Final Prospectus and other documents relating to the proposed distribution of the Offered Shares in the Qualifying Jurisdictions, and the Corporation shall use its commercially reasonable efforts to obtain a receipt or deemed receipt therefor from the Alberta Securities Commission and the Ontario Securities Commission (as principal regulator) and each of the other Securities Commissions pursuant to the Passport System dated on or before December 2, 2016.

(c) Until the earlier of the date on which the distribution of the Offered Shares is completed or this Agreement is terminated, the Corporation will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under Canadian Securities Laws to continue to qualify the distribution of the Offered Shares or, in the event that the Offered Shares or any of them, have, for any reason, ceased to so qualify, to so qualify again such securities, as applicable, for distribution.

(d) Provided the Underwriters have taken all action required by them hereunder and under Canadian Securities Laws to permit the Corporation to do so, the Corporation shall use its commercially reasonable best efforts to secure compliance with all Canadian Securities Laws on a timely basis in connection with the distribution of the Offered Shares in the Qualifying Jurisdictions, including the payment of all filing fees required to be paid by it in connection therewith.

(e) Prior to the Closing Time, the Corporation will allow the Underwriters (and their counsel and consultants) to conduct all due diligence which the Underwriters may reasonably require or which may be considered necessary or appropriate by the Underwriters. The Corporation will provide to the Underwriters (and their counsel) reasonable access to the properties, senior management personnel and corporate, financial and other records of the Corporation and the Subsidiaries, for the purposes of conducting such due diligence. Without limiting the scope of the due diligence inquiry which the Underwriters (or their counsel) may conduct, the Corporation shall also make available its directors, senior management, auditors and counsel to answer any reasonable questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to Closing and prior to filing each of the Preliminary Prospectus and the Final Prospectus.

(f) The Corporation covenants to use its commercially reasonable efforts to obtain the necessary approval of the Exchange for the Offering on such terms as are customary.

(g) During the period from the date hereof until the Closing, the Corporation covenants to promptly provide to the Underwriters and the Underwriters' counsel, prior to the publication, filing or issuance thereof, any press releases.

(h) The Corporation covenants to apply the net proceeds from the Offering in the manner specified in the Prospectus under the caption "Use of Proceeds".

(i) The Corporation covenants to advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, Final Prospectus and any Supplementary Material have been filed and receipts therefor have been obtained pursuant to NP 11-202 and will provide evidence satisfactory to the Underwriters, acting reasonably, of each such filing and copies of such receipts.

(j) The Corporation covenants to advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

    (i) the issuance by any Securities Commission of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;

    (ii) the institution, threatening or contemplation of any proceeding for any such purposes;

    (iii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in the Common Shares or any securities of the Corporation having been issued by any Securities Commission or the institution, threatening or contemplation of any proceeding for any such purposes; or

    (iv) any requests made by any Securities Commission for amending or supplementing the Preliminary Prospectus or the Final Prospectus or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible.

(k) The Corporation covenants that the Corporation shall (i) not take any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the Exchange and the Corporation shall use its commercially reasonable efforts to comply with the rules and regulations thereof, and (ii) use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of Canadian Securities Laws in each of the Qualifying Jurisdictions.

(l) The Corporation shall allow the Underwriters to participate in the preparation of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material that the Corporation is required to file under Canadian Securities Laws relating to the Offering.

2. Underwriters’ Representations, Warranties and Covenants.

The Underwriters hereby severally represent and warrant to and covenant with the Corporation that at least one of the Underwriters is duly qualified and registered to carry on business as a securities dealer in each of the Qualifying Jurisdictions where the sale of the Offered Shares requires such qualification and/or registration in a manner that permits the sale of the Offered Shares on a basis described in subsection 2(a). Each of the Underwriters hereby severally (on its own behalf and not on behalf of any other Underwriters) covenants with the Corporation that:

(a) during the period of distribution of the Offered Shares by or through the Underwriters, the Underwriters will offer and sell the Offered Shares to the public only in the Selling Jurisdictions where they may lawfully be offered for sale upon the terms and conditions set forth in the Prospectus and this Agreement either directly or through other Selling Firms;

(b) it will comply with applicable Securities Laws in connection with the offer and sale and distribution of the Offered Shares;

(c) it will not directly or indirectly, solicit, offer to purchase or sell the Offered Shares or deliver any Offering Document to purchasers in any jurisdiction, other than the Qualifying Jurisdictions, that would require the filing of a prospectus, registration statement, offering memorandum or similar document or would result in the Corporation having any reporting or other obligation in such jurisdiction, including, without limitation, the United States, and each Underwriter shall ensure that each Selling Firm will comply with the provisions of this Section 2.

(d) it shall not provide to prospective Purchasers any document or other material that would constitute an “offering memorandum” within the meaning of Canadian Securities Laws;

(e) upon the Corporation obtaining the necessary receipt or deemed receipt in each of the Qualifying Jurisdictions pursuant to the Passport System and NI 44-101, it shall deliver one copy of each of the Offering Documents, as applicable, to each of the Purchasers;

(f) it will not make use of any “greensheet” or marketing materials in respect of the Corporation and the Offering, other than the Marketing Materials, without the prior written approval of the Corporation;

(g) it will not make any representations or warranties with respect to the Corporation, or Common Shares other than as set forth in this Agreement, the Offering Documents or otherwise without the prior written approval of the Corporation;

(h) it will use its commercially reasonable efforts to complete the distribution of the Offered Shares as promptly as possible after the Closing Time. The Lead Underwriters will notify the Corporation when the Underwriters have ceased the distribution of the Offered Shares, and, within thirty (30) days after the Closing Date and any Over-Allotment Option Closing Date, will provide the Corporation, in writing, with a breakdown of the number of Offered Shares distributed (i) in each of the Qualifying Jurisdictions, and (ii) in any other Selling Jurisdictions; and

(i) it will not offer or sell the Offered Shares in such a manner as to require registration of any of them or the filing of a prospectus or any similar document under the laws of any jurisdiction outside the Qualifying Jurisdictions and to distribute or offer the Offered Shares only in the Qualifying Jurisdictions and in accordance with all applicable Securities Laws. However, the Corporation and each Underwriter acknowledge that, in the event of any U.S. sales, the U.S. Affiliates of the Underwriters may offer and resell the Offered Shares to, or for the account or benefit of, persons within the United States to Qualified Institutional Buyers pursuant to Rule 144A, in accordance with Schedule "A", provided that no such action on the part of the Underwriters or their U.S. Affiliates shall in any way oblige the Corporation to register any Offered Shares under the U.S. Securities Act or the securities laws of any state of the United States.

It is agreed that no Underwriter will be liable for any act, omission, default or conduct by any other Underwriter under the foregoing Section 2. Further, no Underwriter will be liable to the Corporation under this section or Schedule "A" with respect to a violation by another Underwriter or its U.S. Affiliate(s) of the provisions of this section or Schedule "A" if the former Underwriter or its U.S. Affiliate, as applicable, is not itself also in violation.

3. Deliveries on Filing, Marketing Materials and Related Matters.

(a) The Corporation shall deliver without charge to the Underwriters, at those delivery points in the Qualifying Jurisdictions as the Underwriters may reasonably request, as soon as practicable and in any event in the City of Toronto no later than 2:00 p.m. (Toronto time) on the first Business Day after, and to other cities no later than the second Business Day after, a receipt is obtained for the Preliminary Prospectus and the Final Prospectus, as applicable, in each of the Qualifying Jurisdictions under the Passport System, and thereafter from time to time during the distribution of the Offered Shares, in such cities in the Qualifying Jurisdictions as the Underwriters shall notify the Corporation, as many commercial copies of the Preliminary Prospectus, the Final Prospectus (and in the event of any amendment to a Prospectus, such amendment) and the U.S. Private Placement Memorandum as the Underwriters may reasonably request for the purposes contemplated under this Agreement and under Canadian Securities Laws. The Corporation will similarly cause to be delivered to the Underwriters, in such cities in the Qualifying Jurisdictions as the Underwriters may reasonably request, commercial copies of any Supplementary Material required to be delivered to Purchasers or prospective Purchasers. Each delivery of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material will have constituted and constitute the Corporation's consent to the use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material by the Underwriters for the distribution of the Offered Shares in the Qualifying Jurisdictions in compliance with the provisions of this Agreement and Canadian Securities Laws.

(b) Concurrently with the filing of the Final Prospectus with the Securities Commissions, the Corporation shall deliver to the Underwriters and their counsel a "long form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Corporation from the Corporation's Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letter shall be based on a review by the Corporation's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to the consent letter of the Corporation's Auditors addressed to the Securities Commissions.

(c) The Corporation shall deliver to the Underwriters a copy of the preliminary U.S. Private Placement Memorandum upon filing of the Preliminary Prospectus or the final U.S. Private Placement Memorandum upon filing of the Final Prospectus, if and as applicable.

(d) Prior to the filing of the Final Prospectus with the Securities Commissions, the Corporation shall deliver to the Underwriters copies of all correspondence from the Exchange indicating that the application for the listing and posting for trading on the Exchange of the Offered Shares has been approved for listing subject only to satisfaction by the Corporation of certain standard post-closing conditions imposed by the Exchange as set out in its conditional approval letter in respect of the Offering (the "**Standard Listing Conditions**").

(e) The Corporation shall prepare and deliver promptly to the Underwriters signed copies of all Supplementary Material.

(f) Delivery of the Offering Documents by the Corporation shall constitute the representation and warranty of the Corporation to the Underwriters that, as at their respective dates of filing:

(i) all information and statements (except Underwriters' Information) contained in the Offering Documents, as the case may be, are true and correct as at the respective dates of filing, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Shares;

(ii) no material fact or information (except Underwriters' Information) has been omitted therefrom which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and

(iii) such documents (except Underwriters' Information) comply in all material respects with the requirements of Canadian Securities Laws.

(g) During the period commencing on the date hereof and until completion of the distribution of the Offered Shares, the Corporation will use its commercially reasonable efforts to promptly provide to the Underwriters drafts of any press releases of the Corporation for review by the Underwriters and the Underwriters' counsel prior to issuance, and will not publish those press releases (unless otherwise required by Canadian Securities Laws) except with the prior approval of the Lead Underwriters, on behalf of the Underwriters, which approval will not be unreasonably withheld or delayed.

(h) During the distribution of the Offered Shares, the Corporation and the Lead Underwriters shall approve in writing (prior to such time that marketing materials are provided to potential Purchasers) any marketing materials reasonably requested to be provided by the Underwriters to any potential Purchaser, such marketing materials shall comply with Canadian Securities Laws. The Corporation shall file a template version of such marketing materials with the Securities Commissions as soon as reasonably practicable after such marketing materials are so approved in writing by the Corporation and the Lead Underwriters, on behalf of the Underwriters, and in any event on or before the day such approved marketing materials are first provided to any potential Purchaser, and such filing shall constitute the Underwriters' authority to use such marketing materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 44-101 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 Commissions by the Corporation.

(i) The Corporation and each of the Underwriters, on a several basis, covenant and agree:

(i) not to provide any potential Purchaser with any marketing materials unless a template version of such marketing materials has been approved in writing and filed by the Corporation with the Canadian Securities Regulators on or before the day such marketing materials are first provided to any potential Purchaser; and

(ii) other than the Marketing Materials (or such other materials as are required to be delivered to a potential Purchaser under Canadian Securities Laws), not to provide any potential Purchaser with any materials or information in relation to the distribution of the Offered Shares or the Corporation other than (A) such marketing materials that have been approved and filed in accordance with subsection 3(i)(i), (B) the Preliminary Prospectus and the Final Prospectus, and (C) any standard term sheets approved in writing by the Corporation and the Lead Underwriters.

4. Material Changes.

(a) During the period from the date hereof until the Underwriters notify the Corporation of the completion of the distribution of the Offered Shares in accordance with their obligations in subsection 2(h), the Corporation shall promptly inform the Underwriters (and if requested by the Underwriters, confirm such notification in writing) of the full particulars of:

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, financial condition, affairs, operations, prospects or capital or ownership of the Corporation or the Subsidiaries on a consolidated basis;

(ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Preliminary Prospectus or the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such documents; and

(iii) any change in any material fact contained in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with Canadian Securities Laws.

(b) The Corporation covenants to comply with section 57 of the *Securities Act* (Ontario) and with the comparable provisions of the other Canadian Securities Laws, and the Corporation will prepare and file promptly any Supplementary Material which may be necessary.

(c) In addition to the provisions of subsections 4(a) and 4(b), the Corporation shall in good faith discuss with the Underwriters any change, event or fact contemplated in subsections 4(a) and 4(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under subsection 4(a) and shall consult with the Underwriters with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any securities regulatory authority prior to the review thereof by the Underwriters and the Underwriters' counsel, acting reasonably and without delay (unless otherwise required by Canadian Securities Laws).

(d) If during the period of distribution of the Offered Shares there shall be any change in Canadian Securities Laws which, in the opinion of the Underwriters, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriters, the Corporation shall, to the satisfaction of the Underwriters, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate securities regulatory authority where such filing is required under Canadian Securities Laws.

5. Representations and Warranties of the Corporation. The Corporation represents and warrants to the Underwriters that each of the following representations and warranties is true and correct on the date of this Agreement:

(a) the Corporation has been duly incorporated and is validly existing under the laws of its governing jurisdiction, has all requisite corporate power and authority and is duly qualified to carry on its business as now conducted or proposed to be conducted and to own or lease and operate its properties and assets and the Corporation has all requisite corporate power and authority to carry out its obligations under this Agreement;

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

(c) the Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any person other than the Subsidiaries, and the Corporation beneficially owns, directly or indirectly, 100% of the issued and outstanding shares in the capital of the Subsidiaries, which securities are issued as fully paid and non-assessable, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever other than Permitted Encumbrances, all of such shares have been duly authorized and validly issued and are outstanding as fully paid shares and subject to no further call for contribution and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Corporation or the Subsidiaries of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of the Subsidiaries or any other security convertible into or exchangeable for any such shares;

(d) each Subsidiary has been duly incorporated and is validly existing under the laws of its governing jurisdiction, has all requisite corporate power and authority and is duly qualified to carry on its business as now conducted or proposed to be conducted and to own or lease and operate its properties and assets;

(e) each of the Corporation and the Subsidiaries is licensed, registered or qualified as an extra-provincial, foreign corporation or an extra-provincial partnership, as the case may be, in all jurisdictions where the character of the property or assets thereof owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and is carrying on the business thereof in compliance with all applicable laws, rules and regulations of each such jurisdiction;

(f) the Financial Statements (i) have been prepared in accordance with the requirements of IFRS, consistently applied throughout the periods referred to therein, (ii) present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of the Corporation and the Subsidiaries as at such dates and results of operations of the Corporation and the Subsidiaries for the periods then ended, and (iii) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation and the Subsidiaries, and there has been no change in accounting policies or practices of the Corporation since December 31, 2015;

(g) the Corporation has not declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of its shares and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do so or otherwise effected any return of capital with respect to such securities;

(h) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation and the Subsidiaries have been paid. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation or any Subsidiary;

(i) the Corporation's Auditors who audited the Financial Statements and who provided their audit report thereon were, at the relevant time, independent public accountants as required under Canadian Securities Laws;

(j) each of the Corporation and the Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets;

(k) each of the Corporation and the Subsidiaries maintains a system of internal controls sufficient to provide reasonable assurance that access to assets is permitted only in accordance with management's general or specific authorization;

(l) there has never been a reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure* of the Canadian Securities Administrators) with the present auditors or to the knowledge of the Corporation, the former auditors of the Corporation or its Subsidiaries;

(m) the audit committee of the Corporation is comprised and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators;

(n) as at the date hereof, other than holders of options and warrants entitling the holders to receive 406,025 Common Shares upon the exercise thereof, no holder of outstanding securities of the Corporation will be entitled to any pre-emptive or any similar rights to subscribe for any of the Common Shares or other securities of the Corporation and no rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Corporation are outstanding;

(o) there are no legal or governmental actions, suits, judgments, investigations, charges or proceedings are pending to which the Corporation, a Subsidiary or, to the knowledge of the Corporation, any of the directors, officers or employees of the Corporation or a Subsidiary is a party or to which the Corporation's or a Subsidiary's property or assets are subject which if finally determined adversely to the Corporation or a Subsidiary would be expected to result in a Material Adverse Effect and, to the knowledge of the Corporation, no such proceedings have been threatened against or are contemplated with respect to the Corporation, a Subsidiary and/or any of their respectively directors, officers or employees, or with respect to the property and assets of the Corporation taken as a whole and neither the Corporation nor any Subsidiary is subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;

(p) the Corporation and each Subsidiary 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 under all such laws and is in compliance in all material respects with all terms of such Permits, and has not received a notice of non-compliance, nor knows of, nor 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. For certainty, all products manufactured, in whole or in part, by the Corporation or any Subsidiary are manufactured in compliance in all material respects with and meet industry specific standards set by all relevant organizations, which pertain to the business of the Corporation and the Subsidiaries and the Corporation's and the Subsidiaries' products have met and satisfied all product safety standards necessary to permit the sale thereof in each jurisdiction in which such products are sold;

(q) the Corporation is a reporting issuer under Canadian Securities Laws in each of the provinces of British Columbia and Alberta; the Corporation is not in default in any material respect of any requirement of Canadian Securities Laws nor is included in a list of defaulting reporting issuers maintained by the Securities Commissions. In particular, without limiting the foregoing, the Corporation is in compliance at the date hereof with its obligations to make timely disclosure of all material changes relating to it and, other than in respect of material change reports previously filed on a confidential basis and thereafter made public or material change reports previously filed on a confidential basis and in respect of which no material change ever resulted, no such disclosure has been made on a confidential basis and there is no material change relating to the Corporation which has occurred and with respect to which the requisite material change statement has not been filed, except to the extent that the Offering constitutes a material change;

(r) the Corporation and the Subsidiaries are the legal and beneficial owners, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever other than Permitted Encumbrances, of the properties, business and assets or the interests in the properties, business or assets referred to as owned by them in the Disclosure Record, and all material agreements under which each of the Corporation and the Subsidiaries holds an interest in a property, business or asset are in good standing according to its terms;

(s) the minute books and records of the Corporation and the Subsidiaries made available to counsel for the Underwriters in connection with their due diligence investigations of the Corporation and the Subsidiaries are all of the minute books and records of the Corporation and the Subsidiaries since August 19, 2015 and contain copies of all material proceedings of the shareholders, the board of directors and all committees of the board of directors of the Corporation and the Subsidiaries since August 19, 2015 and there have been no other meetings, resolutions or proceedings of the shareholders, board of directors or any committees of the board of directors of the Corporation or the Subsidiaries since August 19, 2015 not reflected in such minute books and other records;

(t) each of the execution and delivery of this Agreement, the performance by the Corporation of its obligations hereunder, the sale of the Offered Shares hereunder by the Corporation and the consummation of the transactions contemplated in this Agreement do not and will not:

(i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both): (A) any statute, rule, regulation or law applicable to the Corporation or a Subsidiary; (B) the constating documents or resolutions of the directors or shareholders of the Corporation or a Subsidiary; (C) any Material Agreement; or (D) any judgment, decree or order binding the Corporation or a Subsidiary or the property or assets thereof, in each case, which would result in a Material Adverse Effect;

(ii) give a party the right to terminate any Material Agreement, or enforce any security interest that a person holds against the Corporation and/or its

Subsidiaries, by virtue of the application of terms, provisions or conditions in the contract;

(iii) require the consent, approval, authorization, registration, filing or qualification of or with any Governmental Authority, stock exchange, securities regulatory authority or other third party, except: (A) such as have been obtained or will be obtained prior to the Closing Date; or (B) any post-closing filings required under Canadian Securities Laws; or

(iv) give rise to any lien, charge or claim in or with respect to the properties or assets now owned or hereafter acquired by the Corporation or a Subsidiary or the acceleration of or the maturity of any debt under any indenture, mortgage, lease, agreement or instrument binding or affecting it or any of its properties;

(u) this Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally, general principles of equity, and the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and except that rights of indemnity, contribution, waiver and the ability to sever unenforceable terms may be limited by applicable law;

(v) at the Closing Time, all necessary corporate action will have been taken by the Corporation to authorize the issuance of the Offered Shares as fully paid and non-assessable shares in the capital of the Corporation;

(w) the currently issued and outstanding Common Shares are listed and posted for trading on the Exchange and no order ceasing or suspending trading in any securities of the Corporation or prohibiting the trading of any of the Corporation's issued securities has been issued and no proceedings for such purpose are pending or, to the knowledge of the Corporation, threatened;

(x) the authorized capital of the Corporation consists of an unlimited number of Common Shares and an unlimited number of preferred shares of which 26,776,786 Common Shares and no preferred shares are issued and outstanding as fully paid and non-assessable;

(y) all information which has been prepared by the Corporation relating to the Corporation, the Subsidiaries and the business, property and liabilities of the Corporation and the Subsidiaries and publicly disclosed in the Disclosure Record and provided to the Underwriters in writing, was, as of the respective dates of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information misleading, and to the knowledge of the Corporation, all information which has been prepared by the Corporation relating to the Corporation, the Subsidiaries and the business, property and liabilities of the Corporation and the Subsidiaries and provided to the Underwriters in writing was, as of the respective dates of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information misleading;

(z) other than the Underwriters pursuant to this Agreement (including any selling agents retained by the Underwriters), there is no person acting or purporting to act at the request of the Corporation or any of the Subsidiaries who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the transactions contemplated herein;

(aa) the Corporation is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will cause a Material Adverse Effect;

(bb) the Corporation and each Subsidiary is in compliance in all material respects with all applicable laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages;

(cc) there has not been and there is not currently any labour disruption or conflict which is adversely materially affecting or could materially adversely affect the carrying on of the business of the Corporation or any Subsidiary;

(dd) neither the Corporation nor any Subsidiary has any loans or other indebtedness outstanding which have been made to any of its officers, directors or employees, past or present, any known holder of more than 10% of any class of shares of the Corporation, or any person not dealing at arm's length with them that are currently outstanding;

(ee) none of the directors, officers or employees of the Corporation, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing persons or companies, had or has any material interest, direct or indirect, in any material transaction or any proposed material transaction with the Corporation or a Subsidiary that materially affects, is material to or will materially affect the Corporation or a Subsidiary;

(ff) none of the Corporation nor any Subsidiary is in default of any material term, covenant or condition under or in respect of any judgement, order, or Material Agreement to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation or any Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect;

(gg) the Corporation 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 they are engaged; and neither the Corporation nor any Subsidiary has reason to believe that it will not be able to renew any such insurance as and when such insurance expires or obtain similar coverage from similar insurers as may be necessary to continue the business of each of the Corporation and the Subsidiaries at a cost that would not have a Material Adverse Effect;

(hh) the Material Premises constitute each premises which is material to the Corporation or any of the Subsidiaries, and with respect to the Material Premises, the Corporation or such Subsidiary occupies the Material Premises and has the exclusive right to occupy and use the Material Premises as tenants and each of the leases pursuant to which the Corporation or such Subsidiary occupies the Material Premises is in good standing and in full force and effect under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made or proposed to be made of such property and buildings by the Corporation or such Subsidiary;

(ii) the Corporation and each Subsidiary is in material compliance with all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign (the "**Environmental Laws**") relating to the protection of the environment, occupational health and safety, product safety, product liability or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance ("**Hazardous Substances**");

(jj) the Corporation and the Subsidiaries have obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses carried on by the Corporation and the Subsidiaries and each Environmental Permit is valid, subsisting and in good standing and neither the Corporation nor any Subsidiary is in material default or breach of any Environmental Permit and, to the knowledge of the Corporation, no proceeding is pending or threatened to revoke or limit any Environmental Permit;

(kk) neither the Corporation nor any Subsidiary has used, except in material compliance with all Environmental Laws and Environmental Permits, any property or facility which it owns or leases (including the Material Premises) or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;

(ll) neither the Corporation nor any Subsidiary has received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law, and neither the Corporation nor any Subsidiary (including, if applicable, any predecessor companies) has settled any allegation of non-compliance short of prosecution. The Corporation is not aware of any orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or its Subsidiaries, nor has the Corporation or any Subsidiary received notice of any of the same;

(mm) neither the Corporation nor any Subsidiary has received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws. Neither the Corporation nor any Subsidiary has received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites;

(nn) there are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or its Subsidiaries except for ongoing assessments conducted by or on behalf of the Corporation in the ordinary course;

(oo) each of the Corporation and the Subsidiaries holds all of the permits, licenses 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 each of the Corporation and the Subsidiaries (collectively, the "**Permits**"); all such Permits are valid and subsisting and in good standing and each of the Corporation and the Subsidiaries are in material compliance with each such Permit;

(pp) there are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation, threatened against any of the property or assets thereof, at law or equity, or before or by any Governmental Authority, which, either separately or in the aggregate, would reasonably be expected to result in a Material Adverse Effect or prohibit the Corporation from performing its obligations under this Agreement;

(qq) the Corporation and its Subsidiaries own or have the right to use all of the Corporation IP as of the date hereof. All registrations, if any, and filings that the Corporation has considered necessary to preserve the rights of the Corporation and the Subsidiaries in the Corporation IP have been made and are in good standing. Neither the Corporation nor any Subsidiary has any pending action or proceeding, nor any threatened action or proceedings, against any person with respect to the use of the Corporation IP, and there are no circumstances which cast doubt on the validity or enforceability of the Corporation IP owned or used by the Corporation and/or the Subsidiaries. The conduct of the business as currently conducted by the Corporation and the Subsidiaries does not, to the knowledge of the Corporation, infringe upon the intellectual property rights of any other person. Neither the Corporation nor any Subsidiary has any pending action or proceeding, nor, to the knowledge of the Corporation, is there any threatened action or proceeding against it with respect to the Corporation's or any Subsidiary's use of Corporation IP;

(rr) neither the Corporation nor any Subsidiary has received any notice or claim (whether written, oral or otherwise) challenging the Corporation's or any Subsidiary's ownership or right to use any of the Corporation IP or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor, to the knowledge of the Corporation, is there a reasonable basis for any claim that any person other than the Corporation and the Subsidiaries has any claim of legal or beneficial ownership or other claim or interest in any of the Corporation IP;

(ss) there are no patents or patent applications owned by the Corporation or any Subsidiary. With the exception of 'off-the-shelf' licenses, neither the Corporation nor any Subsidiary licenses from any third party any Intellectual Property necessary to operate the business of each of the Corporation and the Subsidiaries. No Corporation IP is licensed to any third party. Neither the Corporation nor any Subsidiary has received any advice or opinion that any of the Corporation IP, or part thereof, is invalid, unregistrable or unenforceable;

(tt) to the knowledge of the Corporation and the Subsidiaries, no person has interfered with, infringed upon, misappropriated, illegally exported, or violated any rights with respect to the Corporation IP;

(uu) there is no claim of infringement or breach by the Corporation or any Subsidiary of any industrial or Intellectual Property rights of any other person, nor has the Corporation or any Subsidiary received any notice or threat from any such third party, nor does the Corporation or any Subsidiary have any knowledge that the use of the industrial or Intellectual Property of the Corporation or any Subsidiary infringes upon or breaches any industrial or Intellectual Property rights of any other person;

(vv) there are no Intellectual Property disputes, negotiations, agreements or communications between the Corporation or any Subsidiary and any other persons relating to or potentially relating to the business of the Corporation or any Subsidiary;

(ww) the Corporation has not withheld from the Underwriters any material fact or material information relating to the Corporation, any Subsidiary or to the Offering;

(xx) there are no “significant acquisitions” or “probable acquisitions” that would be a “significant acquisition” for the purposes of Canadian Securities Laws required to be disclosed in the Preliminary Prospectus or the Final Prospectus;

(yy) the operations of the Corporation and the Subsidiaries are, and have been, conducted at all times in material compliance with the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable Governmental Authority (collectively, the “**Money Laundering Laws**”), and no action, suit or proceeding by or before any court or Governmental Authority against the Corporation or any of the Subsidiaries with respect to money laundering regulations or guidelines, to the extent any such regulations or guidelines are applicable, is pending or, to the knowledge of the Corporation, threatened;

(zz) none of the Corporation or any of the Subsidiaries and, to the knowledge of the Corporation, none of the directors, officers, supervisors, managers, agents, employees or other persons associated with or acting on behalf of the Corporation or any of the Subsidiaries has (i) violated any applicable anti-bribery, export control, and economic sanction laws, including the *Corruption of Foreign Public Officials Act* (Canada) and the United States Foreign Corrupt Practice Act of 1977; (ii) made or authorized any contribution, payment or gift of funds, property or anything else of value to any official, employee or agent of any Governmental Authority, authority or instrumentality in Canada, other jurisdictions in which the Corporation has assets or any other jurisdiction other than in accordance with applicable laws (including Money Laundering Laws), (iii) used any corporate funds, or made any direct or indirect unlawful payment from corporate funds, to any foreign or domestic government official or employee or for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (iv) violated or is in violation of any provision of the *Criminal Code* (Canada) relating to foreign corrupt practices, including making any contribution to any candidate for public office, in either case, where either the payment or gift or the purpose of such contribution payment or gift was or is prohibited under the foregoing or any other applicable law, rule or regulation of any locality; or (v) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; and

(aaa) the Transfer Agent at its principal office in the City of Toronto is the duly appointed registrar and transfer agent of the Corporation with respect to the Common Shares.

6. **Closing Deliveries.** The purchase and sale of the Offered Shares shall be completed at the Closing Time via electronic exchange or at the offices of DLA Piper (Canada) LLP, Toronto, Ontario, or at such other place as the Lead Underwriters and the Corporation may agree. At or prior to the Closing Time, the Corporation shall, as directed by the Lead Underwriters, duly and validly deliver to the Underwriters certificates representing the Offered Shares in definitive form (including book entry only certificates) or arrange for an instant deposit of the Offered Shares to or for the account of the Underwriter with CDS Clearing and Depository Services Inc. (“**CDS**”), against payment by the Underwriters to the Corporation, at the direction of the Corporation, in lawful money of Canada by wire transfer or, if permitted by applicable law, by certified cheque or bank draft payable at par in the City of Toronto, of an amount equal to the aggregate purchase price for the Offered Shares being issued and sold hereunder less the Commission and all of the out-of-pocket expenses of the Underwriters payable by the Corporation to the Underwriters in accordance with Section 14.

7. **Underwriters’ Obligation to Purchase.** The obligation of the Underwriters to purchase the Offered Shares at the Closing Time shall be subject to the satisfaction of each of the following conditions (it being 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 other of the following terms and conditions or any other or subsequent breach or non-compliance of the Corporation, provided that to be binding on the Underwriters any such waiver or extension must be in writing and signed by each of them):

(a) the Underwriters shall have received an opinion, dated as of the Closing Date and subject to customary qualifications, of DLA Piper (Canada) LLP, Canadian counsel to the Corporation, or from local counsel in the Qualifying Jurisdictions (it being understood that such counsel may rely to the extent appropriate in the circumstances, (i) as to matters of fact, on certificates of the Corporation executed on its behalf by a senior officer of the Corporation and on certificates of the Transfer Agent as to the issued capital of the Corporation; and (ii) as to matters of fact not independently established, on certificates of the Corporation's Auditors or a public official) with respect to the following matters:

(i) as to the incorporation, subsistence and status of the Corporation under the ABCA and as to the corporate power and authority of the Corporation to carry on its business as presently carried on and to own its assets and to carry out its obligations under this Agreement and to issue the Offered Shares;

(ii) as to the authorized and issued and outstanding share capital of the Corporation;

(iii) that the Corporation has taken all necessary corporate action to authorize the execution and delivery of this Agreement;

(iv) that the Corporation is a reporting issuer in good standing in the Qualifying Jurisdictions, as applicable;

(v) that the execution and delivery of this Agreement and the performance by the Corporation of its obligations hereunder and thereunder does not and will not conflict with, result in a breach of or create a state of facts which, whether with or without the giving of notice or lapse of time or both, will result in a breach or violation of any of the terms, conditions or provisions of (A) the constating documents of the Corporation, (B) the resolutions of the board of directors or the shareholders of the Corporation, or (C) the ABCA or the Exchange Corporate Finance Manual;

(vi) that this Agreement constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and subject to such other standard assumptions and qualifications including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution set out in this Agreement may be limited by applicable law;

(vii) all approvals, permits, consents, orders and authorizations have been obtained, all necessary documents have been filed, all requisite proceedings have been taken and all other legal requirements have been fulfilled under Canadian Securities Laws of the Qualifying Jurisdictions to qualify the distribution of the Offered Shares to the public in each of the Qualifying Jurisdictions through dealers duly and properly registered under the applicable laws of each of the Qualifying Jurisdictions who have complied with the relevant provisions of such laws and the terms of their registration;

(viii) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Preliminary Prospectus and the Final Prospectus and the filing of such documents under Canadian Securities Laws;

(ix) subject to the qualifications, assumptions, limitations and understandings set out therein, the statements set out in the Final Prospectus under the heading "Eligibility for Investment" and "Canadian Federal Income Tax Consequences" are true and correct as at the date of the Final Prospectus;

(x) that the attributes of the Common Shares conform in all material respects with the description thereof contained in the Final Prospectus;

(xi) the Offered Shares have been duly authorized and validly issued as fully paid and non-assessable shares of the Corporation;

(xii) the form of share certificate representing the Common Shares has been duly approved and adopted by the Corporation and complies in all material respects with the constating documents of the Corporation, the ABCA and the Exchange Corporate Finance Manual; and

(xiii) the Offered Shares have been conditionally approved for listing on the Exchange subject only to the Standard Listing Conditions.

(b) the Underwriters shall have received an opinion dated as of the Closing Date, of U.S. legal counsel to the Corporation, in respect of the Offered Shares, in form and substance satisfactory to the Underwriters, acting reasonably;

(c) the Underwriters shall have received an opinion dated as of the Closing Date, of legal counsel to the Corporation, in respect of each of QE2 Holding Corp., DistinctTech Inc., Mega Diesel Excavating Ltd., Pillar Contracting Ltd., iVac Services Inc., and Distinct Infrastructure Group (Alberta) Inc. as to: (i) the subsistence of the Subsidiary under the laws of its governing jurisdiction; (ii) the corporate power and authority of the Subsidiary to carry on its business as presently carried on and to own its assets as described in the Prospectus; and (iii) the registered ownership of the issued and outstanding securities of the Subsidiary;

(d) contemporaneously with Closing, the directors and officers, and each of the Corporation's shareholders holding more than 10% of the Common Shares of the Corporation (on a fully diluted basis) will enter into lock-up agreements in which they will covenant and agree that they will not, without the prior written consent of the Underwriters (which consent shall not be unreasonably withheld) for a period of 90 days following the Closing Date, directly or indirectly, offer, sell, dispose, secure, or otherwise transfer, dispose of or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, any common shares or equity securities of the Corporation or securities convertible into, exchangeable for, or otherwise exercisable to acquire common shares or equity securities of the Corporation, subject to the following exceptions: (i) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements; (ii) the exercise of outstanding warrants; (iii) obligations of the Corporation in respect of existing agreements; (iv) the issuance of securities by the Corporation in connection with acquisitions in the normal course of business; or (vi) in the case of a person other than the Corporation, in order to accept a bona fide take-over bid made to all securityholders of the Corporation or similar business combination transaction;

(e) the Underwriters shall have received an incumbency certificate, dated as of the Closing Date, including specimen signatures of each of the Co-Chief Executive Officers, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;

(f) the Underwriters shall have received a certificate, dated as of the Closing Date, of the Co-Chief Executive Officer(s) and/or the Chief Financial Officer of the Corporation (or such other officer or officers of the Corporation acceptable to the Underwriters, acting reasonably), to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:

(i) the representations and warranties of the Corporation in this Agreement are true and correct in all material respects (other than those subject to materiality, which shall be true and correct in all respects) as if made at and as of the Closing Time and the Corporation has performed in all material respects all covenants and agreements and satisfied in all material respects all conditions on its part to be performed or satisfied at or prior to the Closing Time;

(ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of the Common Shares in the Qualifying Jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and no proceedings, investigations or enquiries for that purpose have been instituted or are pending or threatened;

(iii) the constating documents of the Corporation delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof;

(iv) the minutes or resolutions or other records of various proceedings and actions of the Corporation’s board of directors relating to the Offering and delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof; and

(v) subsequent to the respective dates as at which information is given in the Prospectus, there has been no material adverse change, material change or event or occurrence that would reasonably be expected to result in a material adverse change or material change in the business affairs, operations, assets, liabilities or capital of the Corporation and the Subsidiaries taken as a whole;

(g) the Underwriters shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, from the Corporation’s Auditors confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to subsection 3(b) with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Underwriters, acting reasonably;

(h) the Offered Shares shall have been conditionally approved for listing on the Exchange, subject only to the Standard Listing Conditions;

(i) the Underwriters shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date; and

(j) the Underwriters shall not have exercised any rights of termination set forth in this Agreement.

The Corporation agrees that the aforesaid legal opinions and certificates to be delivered at the Closing Time will be addressed to the Underwriters and the Underwriters' counsel.

8. Purchase of Over-Allotment Shares. The obligation of the Underwriters to purchase the Over-Allotment Shares at the Option Closing Time (in the event that the Over-Allotment Option is exercised by the Lead Underwriters) shall be subject to the accuracy in all material respects of the representations and warranties of the Corporation contained in this Agreement (other than those subject to materiality, which should be true and correct in all respects) as of the Option Closing Date and the performance in all material respects by the Corporation of its obligations under this Agreement. The Corporation agrees to fulfill or cause to be fulfilled the following conditions:

(a) the Underwriters shall have received an opinion, dated as of the Option Closing Date and subject to customary qualifications, of DLA Piper (Canada) LLP, Canadian counsel to the Corporation, or from local counsel in the Qualifying Jurisdictions (it being understood that such counsel may rely to the extent appropriate in the circumstances, (i) as to matters of fact, on certificates of the Corporation executed on its behalf by a senior officer of the Corporation and on certificates of the Transfer Agent as to the issued capital of the Corporation; and (ii) as to matters of fact not independently established, on certificates of the Corporation's Auditors or a public official), in form and substance satisfactory to the Underwriters, acting reasonably;

(b) the Underwriters shall have received an opinion dated as of the Option Closing Date, of U.S. legal counsel to the Corporation, in respect of the Over-Allotment Shares, in form and substance satisfactory to the Underwriters, acting reasonably;

(c) the Underwriters shall have received an opinion dated as of the Option Closing Date, of legal counsel to the Corporation, in respect of each Subsidiary, in form and substance satisfactory to the Underwriters, acting reasonably;

(d) the Underwriters shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, from the Corporation's Auditors confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to subsection 3(b) with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Underwriters, acting reasonably;

(e) the Underwriters shall have received a certificate dated as of the Option Closing Date, signed by appropriate officers of the Corporation, with respect to the constating documents of the Corporation, all resolutions of the board of directors of the Corporation relating to this Agreement, the incumbency and specimen signatures of signing officers of the Corporation and such other matters as the Underwriters may reasonably request; and

(f) the Underwriters shall have received a certificate in the form set out in Section 7(f) dated as of the Option Closing Date.

9. All Terms to be Conditions. The Corporation agrees that the conditions contained in Sections 7 and 8 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. The Corporation further agrees that any breach or failure to comply with any of them (including those in Sections 7) will entitle any of the Underwriters to terminate its obligations to purchase the Offered Shares, by written notice to that effect given to the Corporation at or prior to the Closing Time.

10. Termination Events. Any Underwriter may terminate its obligations on or before Closing if, commencing on the date hereof and prior to the Closing Time:

(a) there shall occur or come into effect any material change in the business, affairs or financial prospects of the Corporation or its Subsidiaries, take as a whole, or any change in any material fact, or there should be discovered any previously undisclosed material fact which, in each case, in the reasonable opinion of the Lead Underwriters, has or could reasonably be expected to have a significant effect on the market price or value of the Offered Shares;

(b) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial, political or economic occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Lead Underwriters, materially adversely affects or involves or may materially adversely affect or involve the financial markets or the business, operations or affairs of the Corporation and its subsidiaries taken as a whole;

(c) there shall be (i) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the Exchange or Securities Commissions which involves a finding of wrong-doing which, in the reasonable opinion of the Underwriters or any one of them, the inquiry, action, suit, proceeding, investigation or order seriously adversely affects, or may seriously adversely affect, the trading or distribution of the Offered Shares or any other securities of the Corporation; or (ii) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Corporation is made or threatened by a securities regulatory authority;

(d) the Corporation is in breach of any material term, condition or covenant of this Agreement or any material representation or warranty given by the Corporation in this Agreement becomes or is false; or

(e) a receipt for the Final Prospectus has not been issued by the Alberta Securities Commission by 5:00 p.m. (Toronto time), on December 9, 2016.

Upon the occurrence of any of the foregoing events, any Underwriter shall be entitled to terminate and cancel its obligations to the Corporation hereunder by written notice to that effect given to the Corporation and the Lead Underwriters prior to the Closing.

11. **Exercise of Termination Right.** If this Agreement is terminated by any of the Underwriters pursuant to Section 10, there shall be no further liability to the Corporation on the part of such Underwriter or of the Corporation to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Sections 13 and 14. The right of the Underwriters or any one of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under Section 10 shall not be binding upon the other Underwriters.

12. **Survival of Representations and Warranties.** Except as otherwise set out herein, all terms, warranties, representations, covenants and agreements herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Offered Shares and will continue in full force and effect for the benefit of the Underwriters and/or the Corporation, as the case may be, regardless of any subsequent disposition of the Offered Shares or any investigation by or on behalf of the Underwriters with respect thereto for a period ending on the date that is two years following the Closing Date. Notwithstanding the foregoing, the provisions contained in this Agreement in any way related to indemnification or contribution obligations shall survive and continue in full force and effect, indefinitely. The Underwriters and/or the Corporation, as the case may be, will be entitled to rely on the representations and warranties of the other parties contained in this Agreement or delivered pursuant to this Agreement notwithstanding any investigation, which the Underwriters and/or the Corporation may undertake or which may be undertaken on the Underwriters' and/or Corporation's behalf, as the case may be.

13. **Indemnity and Contribution**.

(a) The Corporation, together with the Subsidiaries or affiliated companies, as the case may be, (collectively, the "**Indemnitor**") shall indemnify and save harmless the Underwriters and/or any of their affiliates (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") and each of the directors, officers, employees, shareholders and agents of the Indemnified Parties (the "**Personnel**") from and against any and all expenses, losses (other than loss of profits), fees, claims, expenses, actions (including shareholder actions, derivative actions or otherwise), damages (other than contingent damages), obligations or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which any Indemnified Party and/or its Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise, insofar as such expenses, losses, claims, damages, liabilities or actions relate to, is caused by, results from, arises out of or is based upon, directly or indirectly:

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

(ii) any information or statement (except any information or statement relating to the Underwriters, or any of them, provided in writing by the Underwriters) contained in any of the Offering Documents, being or being alleged to be a misrepresentation or untrue, or any omission or alleged omission to state in any of the Offering Documents any material fact (except facts relating to the Underwriters, or any of them) required to be stated in those documents or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;

(iii) the Corporation not complying with any requirement of Securities Laws relating to the offering of the Offered Shares; or

(iv) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, securities regulatory authority, stock exchange or by any other competent authority, based upon any misrepresentation or omission or alleged misrepresentation or omission (except such misrepresentations or omissions relating solely to the Underwriters) contained in any of the Offering Documents, preventing or restricting the trading in or the sale or distribution of the Offered Shares in any of the Qualifying Jurisdictions.

For greater certainty, this indemnity shall apply to all expenses (including reasonable legal expenses), losses, claims and liabilities that the Indemnified Parties and/or their Personnel may incur as a result of any action or litigation that may be threatened or brought against an Indemnified Party and/or its Personnel.

(b) Notwithstanding the foregoing, this indemnity and all obligations and liabilities of the Indemnitor shall not apply if the actual or threatened claim, action, suit, investigation or proceeding has been caused solely by or is the result of the gross negligence, willful misconduct or fraud or the Indemnified Party or its Personnel.

(c) If for any reason (other than the occurrence of an event in subsection 13(b)), the foregoing indemnification is unavailable to an Indemnified Party or its Personnel or insufficient to hold it harmless, then the Indemnitor shall contribute to the amount paid or payable by an Indemnified Party and/or its Personnel 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 Indemnitor on the one hand and the Indemnified Party and/or its Personnel on the other hand but also the relative fault of the Indemnitor and the Indemnified Party and/or its Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall, in any event, contribute to the amount paid or payable by the Indemnified Party and/or its Personnel 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 Indemnified Party pursuant to this Agreement.

(d) Subject to subsection 13(b), the Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or an Indemnified Party and/or its Personnel by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or shall investigate the Indemnitor and/or the Indemnified Party and/or its Personnel, and/or where an Indemnified Party and/or its Personnel is required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Indemnified Party and/or its Personnel, the Indemnified Party shall have the right to employ its own counsel in connection therewith, provided the Indemnifying Party acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by its Personnel in connection therewith) and reasonable out-of-pocket expenses incurred by its Personnel in connection therewith shall be paid by the Indemnitor as they occur, provided that, notwithstanding the foregoing, the Indemnified Parties and/or its Personnel shall utilize the Indemnitor's counsel unless in the opinion of the Indemnified Parties, based on the opinion of counsel, there is an actual, potential or apparent conflict between the interests of such parties and the interests of the Indemnitor such that joint representation would be inappropriate.

(e) Promptly after receipt of notice of the commencement of any legal proceeding against an Indemnified Party and/or any of its Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Indemnified Parties (or any one of them) will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by the Indemnified Parties to so to notify the Indemnitor shall not relieve the Indemnitor of its obligations to indemnify the Indemnified Party and/or its Personnel. The Indemnitor shall on behalf of itself and the Indemnifying Parties and/or its Personnel be entitled (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however that the defence shall be conducted through legal counsel acceptable to the Indemnified Parties and/or its Personnel, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Indemnifying Parties and/or its Personnel, acting reasonably, and none of the Indemnified Parties and/or its Personnel shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld.

(f) The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties and its Personnel who are not signatories to this Agreement and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor and the Indemnified Parties and its Personnel. The foregoing provisions shall survive the completion of professional services rendered under this Agreement and/or the termination of this Agreement.

(g) With respect to any party who may be indemnified by the above indemnity is not a party to this Agreement, the Underwriters shall obtain and hold the rights and benefits of this indemnity in trust for and on behalf of such person.

14. **Expenses.** The Corporation shall pay all expenses and fees in connection with the Offering, including, (i) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Shares and the filing of the Prospectus; (ii) the fees and expenses of the Corporation's legal counsel and of local counsel to the Corporation; (iii) all costs incurred in connection with the preparation of documentation relating to the Offering; and (iv) the reasonable out-of-pocket expenses of the Underwriters including the fees and reasonable disbursements (including applicable taxes) of the Underwriters' legal counsel (up to a maximum of $**[● – redacted]**, plus applicable taxes and disbursements). All reasonable fees and expenses incurred by the Underwriters or on their behalf shall be payable by the Corporation promptly upon receiving an invoice therefor from the Underwriters and shall be payable whether or not the Offering is completed. At the option of the Lead Underwriters, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation on the Closing Date and any Option Closing Date.

15. **Standstill Period.** During the period commencing on the date hereof and ending on the day which is 90 days following the Closing Date, the Corporation shall not, directly or indirectly, without the prior written consent of the Lead Underwriters, on behalf of the Underwriters, which consent shall not be unreasonably withheld or delayed, issue, agree to issue, or announce an intention to issue, any additional debt, Common Shares or any securities convertible into or exchangeable for Common Shares, except in connection with: (i) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements; (ii) the exercise of outstanding warrants; (iii) obligations of the Corporation in respect of existing agreements; (iv) the issuance of securities by the Corporation in connection with acquisitions in the normal course of business; or (vi) in the case of a person other than the Corporation, in order to accept a bona fide take-over bid made to all securityholders of the Corporation or similar business combination transaction.

16. **Advertisements.** The Corporation acknowledges that the Underwriters shall have the right, subject always to this Agreement, at their own expense, to place such advertisement or advertisements relating to the sale of the Offered Shares contemplated herein as the Underwriters may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Underwriters each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the Offering so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of the provinces of Canada or any other jurisdiction in which the Offered Shares shall be offered and sold being unavailable in respect of the sale of the Offered Shares to prospective Purchasers.

17. **Underwriters' Obligations.** The Underwriters' obligations under this Agreement shall be several and not joint, and the Underwriters' respective obligations and rights and benefits hereunder shall be as to the following percentages:

AltaCorp Capital Inc.	35%
Canaccord Genuity Corp.	35%
Cormark Securities Inc.	20%
Haywood Securities Inc.	5.0%
Mackie Research Capital Corporation	5.0%

If an Underwriter (a "**Refusing Underwriter**") shall not complete the purchase and sale of the Offered Shares which such Underwriter has agreed to purchase hereunder for any reason whatsoever, the other Underwriters (the "**Continuing Underwriters**") shall be entitled, at their option, to purchase all but not less than all of the Offered Shares which would otherwise have been purchased by such Refusing Underwriter *pro rata* according to the number of Offered Shares to have been acquired by the Continuing Underwriters hereunder or in such proportion as the Continuing Underwriters shall agree in writing. If the Continuing Underwriters do not elect to purchase the balance of the Offered Shares pursuant to the foregoing:

(a) the Continuing Underwriters shall not be obliged to purchase any of the Offered Shares that any Refusing Underwriter is obligated to purchase; and

(b) the Corporation shall not be obliged to sell less than all of the Offered Shares, and the Corporation shall be entitled to terminate its obligations under this Agreement arising from its acceptance of this offer, in which event there shall be no further liability on the part of the Corporation or the Continuing Underwriters, except pursuant to the provisions of Sections 13 and 14. Nothing in this Agreement shall oblige any U.S. Affiliate to purchase any Offered Shares. Notwithstanding the foregoing, the Refusing Underwriter shall not be entitled to the benefit of the provisions of Sections 13 and 14 following such termination.

18. **Underwriters' Authority.** The Corporation shall be entitled to and shall act on any notice, request, direction and other communication given or agreement entered into by or on behalf of the Underwriters by the Lead Underwriters who shall represent the Underwriters and have authority to bind the Underwriters hereunder, except for any matters pursuant to Sections 9, 10, 11 or 13.

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

(a) If to the Corporation, to:

Distinct Infrastructure Group Inc.
77 Belfield Road
Toronto, ON M9W 1G6

Attention: Alex Agius & Joe Lanni

with a copy (for information purposes only and not constituting notice to the Corporation) to:

DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250 2nd St SW
Calgary, Alberta T2P 0C1

Attention: Trevor Wong-Chor
Fax: (403) 213-4473

(b) If to the Underwriters, to:

AltaCorp Capital Inc.
66 Wellington Street West, Suite 3520
Toronto, ON M5K 1A1

Attention: Jeff Fallows
Fax: (647) 776-8248

Canaccord Genuity Corp.
161 Bay Street, Suite 2900
Toronto, ON M5J 2S1

Attention: Jason Robertson
Fax: (800) 382-9280

with a copy (for information purposes only and not constituting notice to the Underwriters) to:

Gowling WLG (Canada) LLP
1 First Canadian Place
100 Kings Street West, Suite 1600
Toronto, Ontario M5X 1G5

Attention: Peter Simeon
Fax: (416) 862-7661

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being faxed and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or fax number.

20. **Time of the Essence.** Time shall, in all respects, be of the essence hereof.

21. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada, unless otherwise stated.

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

23. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

24. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including the Letter Agreement. This Agreement may be amended or modified in any respect by written instrument only.

25. **Assignment.** Except as contemplated herein, no party hereto may assign this Agreement or any part hereof without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall enure to the benefit of, and shall be binding upon, the Corporation and the Underwriters and their successors and legal representatives, and nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provisions contained in this Agreement, this Agreement and all conditions and provisions of this Agreement being intended to be and being for the sole and exclusive benefit of such persons and for the benefit of no other person except that the covenants and indemnities of the Corporation set out under the heading “Indemnity and Contribution” shall also be for the benefit of the Indemnified Parties.

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

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflicts of law rules. The Corporation and each of the Underwriters irrevocably agrees that the courts of the Province of Ontario shall have non-exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement and the transactions contemplated hereby ("**Proceedings**") and, for these purposes, each of them irrevocably submits to the jurisdiction of the Ontario courts and waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to the laying of the venue of any Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in any Ontario court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

28. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Underwriters and their respective successors and permitted assigns.

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

30. **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.

31. **Counterparts and Facsimile Copies.** This Agreement may be executed in any number of counterparts and by facsimile, which taken together shall form one and the same agreement.

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

33. **No Fiduciary Duty.** The Corporation hereby acknowledges that the Underwriters are acting solely as underwriters in connection with the purchase and sale of the Offered Shares. The Corporation further acknowledges that the Underwriters are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Underwriters act or be responsible as a fiduciary to the Corporation, its management, shareholders or creditors or any other person in connection with any activity that the Underwriters may undertake or have undertaken in furtherance of such purchase and sale of the Corporation's securities, either before or after the date hereof. The Underwriters hereby expressly disclaim any fiduciary or similar obligations to the Corporation, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Corporation hereby confirms its understanding and agreement to that effect. The Corporation and the Underwriters agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Underwriters to the Corporation regarding such transactions, including any opinions or views with respect to the price or market for the Corporation's securities, do not constitute advice or recommendations to the Corporation. The Corporation and the Underwriters agree that the Underwriters are acting as principal and not the agent or fiduciary of the Corporation and no Underwriter has assumed, and no Underwriter will assume, any advisory responsibility in favour of the Corporation with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Underwriter has advised or is currently advising the Corporation on other matters). The Corporation hereby waives and releases, to the fullest extent permitted by law, any claims that the Corporation may have against the Underwriters with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Corporation in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

[remainder of page intentionally left blank]

If the Corporation 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,

ALTACORP CAPITAL INC.

Per: (signed) *"Jeff Fallows"*
Authorized Signing Officer

CANACCORD GENUITY CORP.

Per: (signed) *"Jason Robertson"*
Authorized Signing Officer

CORMARK SECURITIES INC.

Per: (signed) *"Chris Shaw"*
Authorized Signing Officer

HAYWOOD SECURITIES INC.

Per: (signed) *"Campbell Becher"*
Authorized Signing Officer

MACKIE RESEARCH CAPITAL CORPORATION

Per: (signed) *"Jovan Stupar"*
Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth as of the 25th day of November, 2016.

DISTINCT INFRASTRUCTURE GROUP INC.

Per: (signed) *"Joe Lanni"*
Authorized Signing Officer

Per: (signed) *"Manny Bettencourt"*
Authorized Signing Officer

SCHEDULE "A"
COMPLIANCE WITH UNITES STATES SECURITIES LAWS

(In the event of any U.S. sales)

1. Capitalized terms used in this Schedule "A" and not defined in this Schedule "A" shall have the meanings given in the Underwriting Agreement to which this Schedule "A" is annexed and the following terms shall have the meanings indicated:

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

"**Foreign Issuer**" means a "f**oreign issuer**" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A", it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States, or (b) a national of any country other than the United States, or (c) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States, and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

"**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising", respectively, as used in Rule 502(c) of Regulation D, including, without limitation, advertisements, articles, notices or other communication published on the Internet or in any newspaper, magazine or similar media or broadcast over television, radio or on the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising or in any manner involving a public offering within the meaning of section 4(a)(2) of the U.S. Securities Act;

"**Offered Securities**" means the Common Shares offered and sold in the Offering, including any Common Shares issued pursuant to the Over-Allotment Option;

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

"**Selling Firms**" means the Underwriters together with other investment dealers and brokers which participate in the offer and sale of the Offered Securities under the terms of this Agreement, including this Schedule "A";

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Regulation S; and

"**U.S. Purchaser**" means any purchaser of the Offered Securities that is, or is acting for the account or benefit of, a person in the United States, or any person offered the Offered Securities in the United States.

2. The Corporation represents, warrants and covenants to the Underwriters and the U.S. Affiliates that, as of the date of this Agreement, the Closing Time and any Over-Allotment Option Closing Time:

(a) the Corporation is a Foreign Issuer, and there is no Substantial U.S. Market Interest with respect to the Offered Securities or any other class of equity securities of the Corporation;

(b) none of the Corporation, its affiliates (as defined in Rule 405 under the U.S. Securities Act) or any person acting on its or their behalf (except for the Underwriters, their respective U.S. Affiliates and any person acting on their behalf, as to whom no representation, warranty or covenant is made) (i) has engaged or will engage in any Directed Selling Efforts, (ii) has taken or will take any action that would cause the exemptions afforded by Rule 144A to be unavailable for offers and sales of Offered Securities to, or for the account or benefit of, persons in the United States in accordance with this Schedule "A", or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities in Offshore Transactions in accordance with the Underwriting Agreement, or (iii) has engaged in or will engage in any form of General Solicitation or General Advertising with respect to offers or sales of the Offered Securities to, or for the account or benefit of, persons in the United States;

(c) the Offered Securities satisfy the requirements set forth in Rule 144A(d)(3) under the U.S. Securities Act;

(d) so long as any Offered Securities which have been sold to, or for the account or benefit of, persons in the United States in reliance upon Rule 144A are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Corporation is neither exempt from reporting pursuant to Rule 12g3-2(b) of the U.S. Exchange Act nor subject to and in compliance with Section 13 or 15(d) of the U.S. Exchange Act, the Corporation will furnish to any holder of such Offered Securities and any prospective purchaser of the Offered Securities designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of such Offered Securities to effect resales under Rule 144A);

(e) except with respect to the offer and sale of the Offered Securities offered under this Agreement, the Corporation has not, within six months before the commencement of the offer and sale of the Offered Securities, and will not within six months after the latest of the Closing Date and any Over-Allotment Option Closing Date, offer or sell any securities in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemptions from registration pursuant to Rule 144A or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities;

(f) except with respect to offers and resales of Offered Securities to Qualified Institutional Buyers in reliance on Rule 144A pursuant to the terms of this Agreement, none of the Corporation, any of its affiliates, or any person acting on their behalf has made or will make (i) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to, or for the account or benefit of, a person in the United States, or (ii) any sale of the Offered Securities unless, at the time the buy order was or will have been originated, the purchaser is outside the United States or the Corporation, its affiliates an any person acting on their behalf reasonably believe that the purchaser is outside the United States;

(g) the Corporation is not, and after giving effect to the offer and sale of the Offered Securities and the application of the proceeds as described in the Prospectus, will not be, an "investment company" within the meaning of the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act;

(h) neither the Corporation nor any of the predecessors or affiliates thereof has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D concerning the filing of a notice of sales on Form D;

(i) the Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable blue sky laws in connection with the offer and sale of the Offered Securities;

(j) none of the Corporation, any of its affiliates or any person acting on any of their behalf (other than the Underwriters, their respective U.S. Affiliates or any person acting on their behalf, as to whom no representation, warranty or covenant is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Offered Securities;

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

(l) upon receipt of a written request from a purchaser that is, or is purchasing for the account or benefit of, a person in the United States, the Corporation shall make a determination if the Corporation is a "passive foreign investment company" (a "**PFIC**") within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), during any calendar year following the purchase of Offered Securities by such purchaser, and if the Corporation determines that it is a PFIC during such year, the Corporation will provide to such purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Corporation as a "qualified electing fund" for the purposes of the Code.

3. Each of the Underwriters, severally and not jointly, represents and warrants to the Corporation that, as of the date of this Agreement, the Closing Time and any Over- Allotment Option Closing Time:

(a) it acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and may not be offered or sold to, or for the account or benefit of, persons in the United States, except pursuant to an exemption under Rule 144A from the registration requirements of the U.S. Securities Act and in compliance with applicable state securities laws. Accordingly, it has offered and sold, and will offer and sell, the Offered Securities forming part of its allotment only (a) in an Offshore Transaction in accordance with Rule 903 of Regulation

S or (b) to Qualified Institutional Buyers in the United States in compliance with Rule 144A as provided in paragraphs 3(b) through 3(n) below;

(b) none of it, its U.S. Affiliate or any person acting on its or their behalf, has made or will make (except as permitted in paragraphs 3(b) through 3(n) below): (i) any offer to sell or any solicitation of an offer to buy, any Offered Securities to, or for the account or benefit of, any person in the United States; or (ii) any sale of Offered Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or it, its U.S. Affiliate or persons acting on their behalf reasonably believed that such purchaser was outside the United States. None of it, its U.S. Affiliate, or any persons acting on its or their behalf has engaged or will engaged in any Directed Selling Efforts;

(c) it has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities, except with its U.S. Affiliate, any U.S. Affiliate of any Selling Firms or with the prior written consent of the Corporation. It shall require each Selling Firm and its U.S. Affiliate to agree, for the benefit of the Corporation, to be bound by and to comply with, and shall use its commercially reasonable efforts to ensure that each Selling Firm and its U.S. Affiliate complies with, the provisions of this Schedule “A” as if such provisions applied to such Selling Firm or affiliate;

(d) all offers and sales of the Offered Securities by it to, or for the account or benefit of, persons in the United States have been and will be effected only by its U.S. Affiliate, and in all such cases in compliance with all applicable United States federal and state laws relating to the registration and conduct of securities brokers and dealers and all applicable state securities laws;

(e) its U.S. Affiliate is, and will be on the date of each offer and sale of Offered Securities to, or for the account or benefit of, persons in the United States, duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state securities laws (unless exempt therefrom) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc.;

(f) it and its affiliates have not solicited and will not solicit, either directly or through a person acting on its or their behalf, offers for, and have not offered to sell and will not offer to sell, Offered Securities to, or for the account or benefit of, persons in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S Securities Act;

(g) immediately prior to soliciting any offerees of Offered Securities to, or for the account or benefit of, persons in the United States, the Underwriter, its U.S. Affiliate and any person acting on its or their behalf had reasonable grounds to believe and did believe that each offeree solicited by it pursuant to Rule 144A was a Qualified Institutional Buyer with which it has a pre-existing relationship and at the time of completion of each sale of Offered Securities to, or for the account or benefit of, such person in the United States, the Underwriter, its U.S. Affiliate, and any person acting on its or their behalf will have reasonable ground to believe and will believe, that each purchaser thereof is a Qualified Institutional Buyer;

(h) each offeree of Offered Securities solicited by it that is, or is acting for the account or benefit of, a person in the United States shall be provided with a copy of the U.S. Private Placement Memorandum and each purchaser of Offered - 6 - Securities from it that is, or is acting for the account or benefit of, a person in the United States shall be provided, prior to the time of its purchase of any Offered Securities, with a copy of the final U.S. Private Placement Memorandum and no other written material will be used in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States;

(i) its U.S. Affiliate selling the Common Shares in the United States is a Qualified Institutional Buyer within the meaning of Rule 144A;

(j) at least one Business Day prior to the time of delivery, the Corporation and its transfer agent will be provided with a list of all purchasers of the Offered Securities to, or for the account or benefit of, persons in the United States solicited by it;

(k) prior to any sale of Offered Securities to a U.S. Purchaser, it shall cause each U.S. Purchaser who is a Qualified Institutional Buyer purchasing such Offered Securities pursuant to Rule 144A to execute a Qualified Institutional Buyer Letter in the form attached as Exhibit I to the final U.S. Private Placement Memorandum, copies of which shall be delivered to the Corporation or its counsel;

(l) at the Closing, each Underwriter (together with its U.S. Affiliate) that participated in the offer of Offered Securities to, or for the account or benefit of, persons in the United States, will provide a certificate, substantially in the form of Appendix I to this Schedule "A", relating to the manner of the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States, or will be deemed to have represented that neither it nor its U.S. Affiliate offered or sold Offered Securities to, or for the account or benefit of, persons in the United States;

(m) it will inform, and will cause its U.S. Affiliate to inform, all purchasers of the Offered Securities to, or for the account or benefit of, persons in the United States by delivery of the U.S. Private Placement Memorandum that the Offered Securities have not been and will not be registered under the U.S. Securities Act and are being sold to them without registration under the U.S. Securities Act in reliance upon an exemption from such registration pursuant to Rule 144A; and

(n) none of the Underwriter, its affiliates, or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with its offers or sales of the Offered Securities.

APPENDIX I
TO SCHEDULE "A"

UNDERWRITERS' CERTIFICATE

In connection with the private placement to, or for the account or benefit of, persons in the United States of Offered Securities of Distinct Infrastructure Group Inc. (the "**Corporation**") pursuant to the underwriting agreement dated November 25, 2016, between the Corporation and the Underwriters named in the underwriting agreement (the "**Underwriting Agreement**"), each of the undersigned does hereby certify as follows:

(a) the U.S. Affiliate is a duly registered broker or dealer with the United States Securities and Exchange Commission, and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date of this certificate and on the date of each offer and sale of Offered Securities made by it, and all offers and sales of the Offered Securities to, or for the account or benefit of, persons in the United States have been effected by the U.S. Affiliate in accordance with all applicable U.S. broker-dealer requirements;

(b) each purchaser of Offered Securities that is, or is acting for the account or benefit of, a person in the United States solicited by us was, prior to the sale of Offered Securities to such purchaser, provided with a copy of the final U.S. Private Placement Memorandum, and we and our U.S. Affiliates have not used and will not use any written material other than the U.S. Private Placement Memorandum in connection with the offering of the Offered Securities to, or for the account or benefit of, persons in the United States;

(c) immediately prior to our transmitting the U.S. Private Placement Memorandum to offerees of Offered Securities to, or for the account or benefit of, persons in the United States, we had reasonable grounds to believe, and did believe, that each offeree was a Qualified Institutional Buyer (as defined in Rule 144A under the U.S. Securities Act), and on the date of this certificate we continue to believe that each purchaser of the Offered Securities purchasing from us through our U.S. Affiliate is a Qualified Institutional Buyer;

(d) no form of General Solicitation or General Advertising was used by us or our U.S. Affiliate in connection with the offer or sale of the Offered Securities to, or for the account or benefit of, persons in the United States;

(e) in connection with each sale of Offered Securities to U.S. Purchasers, we caused each U.S. Purchaser that is a Qualified Institutional Buyer purchasing such Offered Securities pursuant to Rule 144A to execute and deliver a Qualified Institutional Buyer Letter in the form of Exhibit I attached to the final U.S. Private Placement Memorandum;

(f) we have not engaged and will not engage in any violation of Regulation M under the U.S. Exchange Act in connection with its offers or sales of the Offered Securities; and

(g) the offering of the Offered Securities to, or for the account or benefit of, persons in the United States has been conducted by us in accordance with the Underwriting Agreement, including Schedule "A" to the Underwriting Agreement.

Capitalized terms used in this certificate and not defined in this certificate have the meanings ascribed thereto in the Underwriting Agreement (including the Schedule “A” to the Underwriting Agreement).

DATED the _____ day of _________________, 2016.

[•]

By: ___________________________________

Name:
Title