

THE SECURITIES SUBSCRIBED FOR HEREIN HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR STATE LAWS, AND MAY NOT BE OFFERED FOR SALE IN THE UNITED STATES OR TO A U.S PERSON UNLESS EXEMPT THEREUNDER FROM SUCH REGISTRATION.

G2 ENERGY CORP.

(the "Issuer")

SUBSCRIPTION AGREEMENT OF UNITS

(CANADIAN, US, AND OFFSHORE SUBSCRIBERS)

Private Placement of Units (as defined herein) at CDN \$0.05 per Unit. Each Unit consists of (i) one common share and (ii) one Warrant (as defined herein), with each whole Warrant exercisable to acquire one common share for a period of two (2) years from the Closing Date (as defined herein), or earlier in the case of the Accelerated Expiry (as defined herein) at an exercise price of \$0.08 per Share.

THIS DOCUMENT CONTAINS A NUMBER OF FORMS REQUIRED BY SECURITIES LEGISLATION AND POLICY, SOME OF WHICH MUST BE COMPLETED AND OTHERS NOT DEPENDING ON SEVERAL FACTORS.

PLEASE READ THE FOLLOWING GUIDE CAREFULLY TO CORRECTLY COMPLETE THIS SUBSCRIPTION AGREEMENT.

- STEP 1** Fill out Subscriber Name on this page above.
- STEP 2** Complete "**Information Regarding the Subscriber**" on pages 3 and 4.
- STEP 3** Enter the number of Units you are purchasing and the total purchase price, your name, address, telephone number, and email address and sign this document on the execution line on page 20.
- STEP 4** Print clearly the Registration and Delivery Instructions on page 21 if your Units are to be registered or delivered differently from your name and address on page 20.
- STEP 5** **If you are an "Accredited Investor"** as defined in National Instrument 45-106 or *Securities Act* (Ontario) (generally a high net worth or high-income investor), you must complete and sign **Schedule A – "Accredited Investor Certificate"** AND **Appendix 2 to Schedule A** if you are an individual.
- STEP 6** **If you are a resident of Canada, and are not "Accredited Investors", but are an officer, director, employee, family, close friend, or business associate thereof,** you must complete and sign **Schedule B – "Family, Friends and Business Associates Certifications"** together with the **Appendix 1 to the Schedule B**.
- STEP 7** **If you are a resident of Saskatchewan** that is a close personal friend or a close business associate of a director, executive officer, or a control person of the Issuer or of an affiliate of the Issuer, you must complete and sign **Schedule C – "Form 45-106F5 - Risk Acknowledgement"**.
- STEP 8** **If you are subscribing in the United States or are a U.S. Person** (as defined in Regulation S under the U.S. Securities Act of 1933, as amended) you must be a U.S. fiduciary excluded from the definition of "U.S. Person" pursuant to Rule 902(k)(2)(i) of Regulation S or an "Accredited Investor" under U.S. law – complete and sign **Schedule D – "U.S. Purchaser Certificate"**.
- STEP 9** **If you are a resident in an International Jurisdiction other than in the United States,** review Section 7 "**Subscriber's Exemption Status**" for an exemption available to you. Complete and sign **Schedule E – Certificate of Foreign Investor** and either **Schedule A – "Accredited Investor Certificate"** AND if you are an Accredited Investor, and the **Appendix 2 to Schedule A** if you are an individual or **Schedule B – "Family, Friends and Business Associates Certifications"** together with the **Appendix 1 to the Schedule B**.

Return the completed and signed (a) Unit Subscription Agreement, (b) Schedule A or Schedule B, if and as applicable, and (c) Schedule C, Schedule D or Schedule E, as applicable, together with all required Appendices, as applicable, to the Issuer via courier to Suite 430 - 744 West Hastings Street, Vancouver, BC, V6C 1A5 (Attention: Chief Executive Officer), or email to slawek@g2.energy and make payment of the Total Purchase Price in accordance with the Payment Instructions information on page 2.

PAYMENT INSTRUCTIONS

The entire subscription price for the Subscriber's Units must be paid at the time of subscription.

All monetary amounts and references expressed herein are in Canadian Dollars.

Payment for the subscription must be made either by:

1. Certified cheque or bank draft payable to "G2 ENERGY CORP." delivered to G2 ENERGY CORP. at the following address: Suite 430 - 744 West Hastings Street, Vancouver, BC, V6C 1A5 (Attention: Chief Financial Officer); or
2. Bank wire transfer with the following details:

BANK DETAILS – for Settlement in CAD	
Currency	CAD
Bank Name	The Canadian Imperial Bank of Commerce
Bank Branch Address	400 Burrard Street, 2 nd Floor, Vancouver, BC, Canada, V6C 3A6
Bank Contact Number	(236) 991-7915
Bank Contact Name:	Ted Nemes ted.nemes@cibc.com
Bank SWIFT Code	CIBCCATT
Transit No.	00010
Institution No.	010
Account Name	G2 Energy Corp.
Beneficiary Address	430 – 744 West Hastings Street, Vancouver BC, Canada V6C 1A5
Account Number	4854012

BANK DETAILS – for Settlement in USD	
Currency	USD
Bank Name	The Canadian Imperial Bank of Commerce
Bank Branch Address	400 Burrard Street, 2 nd Floor, Vancouver, BC, Canada, V6C 3A6
Bank Contact Number	(236) 991-7915
Bank Contact Name:	Ted Nemes ted.nemes@cibc.com
Bank SWIFT Code	CIBCCATT
Transit No.	00010
Institution No.	010
Account Name	G2 Energy Corp.
Beneficiary Address	430 – 744 West Hastings Street, Vancouver BC, Canada V6C 1A5
Account Number	0222011

INFORMATION REGARDING THE SUBSCRIBER

Please check the appropriate box (and complete the required information, if applicable) in each section:

1. **Security Holdings.** Prior to giving effect to the securities being subscribed for under this Subscription Agreement, the Subscriber and all persons acting jointly and in concert with the Subscriber currently own, directly or indirectly, or exercise control or direction over (provide additional detail as applicable):
 - _____ common shares of G2 ENERGY CORP. (the “**Issuer**”) and/ or the following other kinds of shares and convertible securities (including but not limited to convertible debt, warrants, and options) entitling the Subscriber to acquire additional common shares or other kinds of shares of the Issuer:

 - No shares of the Issuer or securities convertible into shares of the Issuer.
2. **Insider Status.** The Subscriber either:
 - Is **not** an Insider of the Issuer.
 - Is an “insider” of the Issuer by virtue of being:
 - (a) a director or senior officer of the Issuer;
 - (b) a director or senior officer of a company that is an Insider or subsidiary of the Issuer;
 - (c) a person that beneficially owns or controls, directly or indirectly, voting shares of the Issuer carrying more than 10% of the voting rights attached to all the Issuer’s outstanding voting shares;
 - (d) the Issuer itself if it holds any of its own securities; or
 - (e) a person designated as an insider in an order made by the British Columbia Securities Commission under Securities Act (British Columbia).
3. **Related Entity.**
 - The subscriber is **not** a Related Entity of the Issuer.
 - The subscriber is a Related Entity of the Issuer.Related Entity means, in respect of a CSE Issuer (as defined herein):
 - (a) a person
 - (i) that is an affiliated entity of the Issuer;
 - (ii) of which the Issuer is a control block holder;
 - (b) a management company or a distribution company of a mutual fund that is a CSE Issuer; or
 - (c) a management company or other company that operates a trust or partnership that is a CSE Issuer.
4. **Related Person.**
 - The Subscriber is **not** a Related Person.
 - The Subscriber is a Related Person.Related Person means, in respect of a CSE Issuer:
 - (a) a Related Entity of the Issuer;
 - (b) a partner, director, or officer of the Issuer or Related Entity;
 - (c) a promoter of or person who performs Investor Relations Activities for the Issuer or Related Entity;
 - (d) any person that beneficially owns, either directly or indirectly, or exercises voting control or direction over at least 10% of the total voting rights attached to all voting securities of the Issuer or Related Entity; and
 - (e) such other person as may be designated from time to time by the Exchange (as defined herein).
5. **Registrant status.** The Subscriber either:
 - is **not** a person registered or required to be registered under the *Securities Act* (British Columbia).
 - is a person registered or required to be registered under the *Securities Act* (British Columbia).

Re: Purchase of \$0.05 Units Exempt from Prospectus Requirements

1. Definitions

- 1.1 (a) **"Accredited Investor"** means a Subscriber resident in Canada who is an accredited investor as defined in Section 1.1 of NI 45-106 or under the *Securities Act* (Ontario) if the Subscriber is a resident in Ontario;
- (b) **"Applicable Securities Laws"** means the securities legislation having application and the rules, policies, notices, and orders issued by applicable securities regulatory authorities, including the Exchange, having application over this Offering and the Issuer in the Offering Jurisdictions;
- (c) **"Accelerated Expiry"** and "Acceleration Event" have the meanings given to them in subsection 3.5;
- (d) **"consultant"** means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer, that
- (i) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution,
 - (ii) provides the services under a written contract with the issuer or a related entity of the issuer, and
 - (iii) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer
- and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;
- (e) **"Closing"** means a completion of an issue and sale by the Issuer and the purchase by the Subscriber of the Units pursuant to this Subscription Agreement on the Closing Date. Closings may occur on one or more dates as the Issuer may determine within the requirements of the Exchange;
- (f) **"Closing Date"** means a day following the Exchange's acceptance of this Subscription Agreement and others which form part of the Offering, as the Issuer may determine within the requirements of the Exchange. On the Closing Date, the Units will be issued and the certificates representing the Shares and Warrants will be mailed to the Subscriber;
- (g) **"CSE Issuer"** means an issuer which has its securities qualified for listing on the Exchange or which has applied to have its securities qualified for listing on the Exchange;
- (h) **"Employee, Executive Officer, Director, and Consultant Exemptions"** means the exemption from the prospectus requirements found in Section 2.24 of NI 45-106;
- (i) **"Exempt Amount Exemption"** means the exemption from the prospectus requirements under Applicable Securities Laws for subscriptions made by non-individual Subscriber of \$150,000 paid in cash at the time of Closing and which does not require the Subscriber to be an Accredited Investor;
- (j) **"Exchange"** means the Canadian Securities Exchange, operated by CNSX Markets Inc.;
- (k) **"Exemptions"** means the exemptions from the registration and prospectus or equivalent requirements under Applicable Securities Laws;
- (l) **"Family, Friends, and Business Associates Exemptions"** means the exemptions from the prospectus requirements found in Sections 2.5 – 2.7 of NI 45-106;
- (m) **"fully managed"** in relation to an account, means that the Subscriber has the discretion as to the account as contemplated by Applicable Securities Laws;
- (n) **"International Jurisdiction"** means a country other than Canada or the United States;
- (o) **"material"** means material in relation to the Issuer and any subsidiary considered on a consolidated basis;
- (p) **"material change"** means any change in the business, operations, assets, liabilities, ownership, or capital of the Issuer and any subsidiary considered on a consolidated basis that would reasonably be expected to have a significant effect on the market price or value of the Issuer's securities;
- (q) **"material fact"** means any fact that significantly affects or would reasonably be expected to have a significant effect on the market price or value of the Issuer's securities;
- (r) **"misrepresentation"** is as defined under Applicable Securities Laws;
- (s) **"NI 45-106"** means National Instrument 45-106 – Prospectus and Registration Exemptions in the form adopted by the securities commissions in all provinces and territories of Canada (a copy is available online at www.bcsc.bc.ca);
- (t) **"Offering"** means the sale by the Issuer of up to **12,000,000** Units of the Issuer on the terms set forth in this Subscription Agreement. Notwithstanding the foregoing there is no minimum or maximum aggregate Offering and the Issuer reserves the right to decrease or increase the size of the Offering at its discretion;
- (u) **"Offering Jurisdictions"** means all jurisdictions where the units are sold;
- (v) **"permitted assign"** means, for a person that is an employee, executive officer, director, or consultant of the Issuer or of a related entity of the Issuer,
- (i) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the person,
 - (ii) a holding entity of the person,
 - (iii) an RRSP or a RRIF of the person,
 - (iv) a spouse of the person,
 - (v) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of the person,
 - (vi) a holding entity of the spouse of the person, or
 - (vii) an RRSP or a RRIF of the spouse of the person;

- (w) “**person**” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;
- (x) “**Portfolio Manager**” means an adviser who manages the investment portfolio of clients through discretionary authority granted by one or more clients;
- (y) “**Public Record**” means information which has been publicly filed at www.sedar.com by the Issuer under Applicable Securities Laws;
- (z) “**Regulation D**” means Regulation D under the U.S. Securities Act;
- (aa) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (bb) “**Schedules**” means the schedules attached hereto and forming part hereof and comprising of:
- (i) A Accredited Investor Certificate;
 - (ii) B Family, Friends and Business Associates Certifications;
 - (iii) C Form 45-106F5 – Saskatchewan Risk Acknowledgement Form; and
 - (iv) D U.S. Purchaser Certificate.
 - (v) E Certificate of Foreign Investor
- (cc) “**Securities**” means, collectively, the Shares, Warrants, and Warrant Shares;
- (dd) “**Share**” means a common share without par value in the capital of the Issuer;
- (ee) “**Subscriber**” means the person or persons named as a Subscriber on the execution page of this Subscription Agreement and if more than one person is so named, means all of them jointly and severally;
- (ff) “**Subscription Agreement**” or “**Agreement**” means this subscription agreement between the Subscriber and the Issuer, including all Schedules incorporated by reference, as it may be amended or supplemented from time to time;
- (gg) “**Unit**” means a unit of the Issuer consisting of **one Share and one common share purchase Warrant (each whole warrant being a Warrant)**;
- (hh) “**U.S. Person**” means a U.S. Person as defined in Regulation S (the definition of which includes, but is not limited to, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any partnership or corporation organized outside of the United States by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized, or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts, and (iv) any estate or trust of which any executor or administrator or trustee is a U.S. Person;
- (ii) “**U.S. Purchaser**” is (a) any “U.S. Person” as defined in Regulation S, (b) any person purchasing the Units on behalf of any “U.S. Person” or any person in the United States, (c) any person who receives or received an offer of the Units while in the United States, or (d) any person who is or was in the United States at the time the Subscriber’s buy order was made or this Agreement was executed or delivered;
- (jj) “**U.S. Securities Act**” means the *Securities Act of 1933*, as amended, of the United States of America;
- (kk) “**United States**” means the United States of America, its territories, any State of the United States and the District of Columbia;
- (ll) “**Warrant**” means a Share purchase warrant entitling the holder to purchase one Warrant Share at a price of **\$0.08** per Warrant Share for a period of **two (2) years** after the Closing Date, or earlier in the case of the Accelerated Expiry, and
- (mm) “**Warrant Share**” means a Share to be issued upon exercise of a Warrant.

1.2 Words and phrases which are used in this Subscription Agreement and all Schedules thereto and which are defined in NI 45-106 will have the meaning ascribed thereto in NI 45-106, unless otherwise specifically defined in Section 1.1 of this Subscription Agreement.

2. Prospectus Exempt Subscription Commitment

2.1 The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) hereby irrevocably subscribes for and agrees to purchase from the Issuer, subject to the terms and conditions set forth herein, that number of Units set out above the Subscriber’s name on the execution page of this Subscription Agreement at the price of **\$0.05** per Unit. Subject to the terms hereof, this Subscription Agreement will be deemed to have been made and be effective only upon its acceptance by the Issuer.

2.2 The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) acknowledges and agrees that the Issuer reserves the right, in its absolute discretion, to reject this subscription for Units, in whole or in part, at any time prior to the Closing Date notwithstanding prior receipt by the Subscriber of a notice of acceptance of this subscription. Upon the Issuer’s acceptance of this subscription, this Subscription Agreement will constitute an agreement for the purchase by the Subscriber from the Issuer, and for the Issuer to issue and sell to the Subscriber, the number of Units set out on the execution page hereof and on the terms and conditions set out herein. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Issuer representing payment for the Units subscribed for herein will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund for that portion of the subscription for the Units which is not accepted will be promptly delivered to the Subscriber by the Issuer without interest or deduction.

3. Description of Securities – Shares and Warrants

3.1 The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that there is no minimum number of Units that must be subscribed for under the Offering for the Offering to close and therefore the subscription amount tendered herewith may be releasable to the Issuer on the Closing Date notwithstanding the number of Units issued pursuant to the Offering.

3.2 The Subscriber further acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the Issuer may pay a commission or finder’s fee up to the maximum amount allowable by the policies of the Exchange in connection with the Subscriber’s subscription for Units hereunder.

3.3 Each Unit consists of **one Common Share and one Common Share Purchase Warrant (each whole warrant being a Warrant)**.

3.4 Each Warrant shall entitle the holder to purchase one Warrant Share at a price of **\$0.08** per Warrant Share for **two (2) years** after the Closing Date, subject to the Accelerated Expiry.

3.5 The Warrants may be subject to an accelerated expiry date sooner than 2 years from the Closing Date (the "Accelerated Expiry") if the closing trading price of the Issuer's shares is greater than **\$0.12** per common share for a period of **10 consecutive trading days** (the "**Acceleration Event**"). The Issuer may, in its sole discretion, choose for the Accelerated Expiry to become effective, in which case the Issuer will give notice to the holders that the Acceleration Event has occurred, and that the Accelerated Expiry will cause the Warrants to expire 60 days thereafter. A news release advising of the Acceleration Event will constitute notice.

3.6 The Warrants will be governed by the terms and conditions set out in the certificate representing the Warrants (the "**Warrant Certificates**") delivered to the Subscriber at Closing. The Warrant Certificate will contain, among other things, provision for the appropriate adjustment in a class, number, and exercise price of the Warrant Shares upon the occurrence of certain events, including any subdivision, consolidation, or re-classification of the common shares of the Issuer or payments of stock dividends or upon the merger or re-organization of the Issuer.

4. Closing

4.1 Prior to Closing, the Subscriber will deliver to the offices of the Issuer aggregate subscription funds and subscription documents completed in accordance with the instructions on the face page of this Agreement, or arrange for electronic transfer of certified funds. Alternatively, the Subscriber will deliver certified funds to the Issuer against concurrent delivery by the Issuer of certificates representing the Shares and Warrants. On request by the Issuer, the Subscriber agrees to complete and deliver any other documents, questionnaires, notices, and undertakings as may possibly be required by regulatory authorities, stock exchanges, and Applicable Securities Laws to complete the transactions contemplated by this Agreement. Closing will occur on the Closing Date at which time certificates representing the Shares and Warrants will be available against payment of funds for delivery to the Subscriber as the Subscriber will instruct. The Subscriber hereby waives receiving any prior notice of Closing.

4.2 Closing is subject to certain conditions including Exchange approval being obtained.

5. Privacy Legislation

5.1 The Subscriber acknowledges and consents to the fact that the Issuer is collecting the Subscriber's (and any beneficial purchaser for which the Subscriber is contracting hereunder) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Subscriber's subscription. The Subscriber acknowledges and consents to the Issuer retaining the personal information for so long as permitted or required by applicable law or business practices. The Subscriber further acknowledges and consents to the fact that the Issuer may be required by Applicable Securities Laws, stock exchange rules, and/ or Investment Industry Regulatory Organization of Canada rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any beneficial purchaser for which the Subscriber is contracting hereunder). The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Subscriber is contracting. In addition to the foregoing, the Subscriber agrees and acknowledges that the Issuer may use and disclose the Subscriber's personal information, or that of each beneficial purchaser for whom the Subscriber are contracting hereunder, as follows:

(a) for internal use with respect to managing the relationships between and contractual obligations of the Issuer and the Subscriber or any beneficial purchaser for whom the Subscriber is contracting hereunder;

(b) for use and disclosure to the Issuer's transfer agent and registrar;

(c) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;

(d) disclosure to securities regulatory authorities (including the Exchange) and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;

(e) disclosure to a governmental or other authority (including the Exchange) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;

(f) disclosure to professional advisers of the Issuer in connection with the performance of their professional services;

(g) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;

(h) disclosure to a court determining the rights of the parties under this Subscription Agreement; or

(i) for use and disclosure as otherwise required or permitted by law.

The Subscriber further acknowledges and agrees that the Exchange collects personal information in forms submitted by the Issuer, which will include personal information regarding the Subscriber. The Subscriber agrees that the Exchange may use and publish this information in the manner provided for in their policies which may be viewed at the Exchange website, www.thecse.com. The Subscriber further acknowledges that the Ontario Securities Commission collects personal information in forms submitted to it by the Issuer, including information about the Subscriber, the Subscriber's address and contact information, and the Subscriber's subscription. The Subscriber acknowledges that the Ontario Securities Commission is entitled to collect the information under authority granted to it under Applicable Securities Laws for the purpose of administration and enforcement of the Applicable Securities Laws in Ontario. The Subscriber acknowledges that it may obtain information regarding the collection of this information by contacting the Administrative Assistant to the Director of Corporate Finance, Ontario Securities Commission, 20th Floor, 20 Queen Street W, PO Box 55, Toronto, Ontario, M5H 3S8, Telephone: (416) 593-8051, Facsimile: (416) 593-8177. The Subscriber consents to the collection of personal information by the Ontario Securities Commission.

6. Subscriber's Acknowledgements – Regarding Risk, Restrictions, Independent Advice and Advancement of Subscription Proceeds to the Issuer

6.1 The Subscriber represents and warrants and acknowledges and agrees with (on its own behalf and, if applicable, on behalf of each beneficial purchaser for whom the Subscriber is contracting hereunder) the Issuer that:

(a) its decision to execute this Subscription Agreement and purchase the Securities agreed to be purchased hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Issuer, and that its decision is based entirely upon its review of information about the Issuer in the Public Record;

(b) no prospectus has been filed by the Issuer with any securities commission or similar authority, in connection with the issuance of the Securities, and the issuance and the sale of the Securities is subject to such sale being exempt from the prospectus/ registration requirements under Applicable Securities Laws and accordingly:

- (i) the Subscriber is restricted from using certain of the civil remedies available under such legislation;
- (ii) the Subscriber may not receive information that might otherwise be required to be provided to it under such legislation; and
- (iii) the Issuer is relieved from certain obligations that would otherwise apply under such legislation;

(c) the Subscriber (or others for whom the Subscriber is contracting hereunder) has been advised to consult its own legal advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions and it (or others for whom it is contracting hereunder) is solely responsible (and the Issuer is in no way responsible) for compliance with applicable resale restrictions;

(d) to the knowledge of the Subscriber, the sale of the Securities was not accompanied by any advertisement;

(e) the offer made by this Subscription Agreement is irrevocable (subject to the right of the Issuer to terminate this Subscription Agreement) and requires acceptance by the Issuer;

(f) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Issuer and the Subscriber waives any requirement on the Issuer's behalf to communicate immediately its acceptance of this Subscription Agreement to the Subscriber;

(g) the Securities are speculative investments which involve a substantial degree of risk and the Subscriber may lose its entire investment in the Securities;

(h) the Subscriber is sophisticated in financial investments, has had access to and has received all such information concerning the Issuer that the Subscriber has considered necessary in connection with the Subscriber's investment decision and the Subscriber will not receive an offering memorandum or similar disclosure document;

(i) the subscription proceeds will be available to the Issuer on Closing and this subscription is not conditional on any other subscription completing;

(j) no agency, governmental authority, regulatory body, stock exchange, or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to, the Securities;

(k) the Subscriber acknowledges that the Issuer may complete additional financings in the future which may have a dilutive effect on existing shareholders at such time, including the Subscriber; and

(l) the Issuer will rely on the representations and warranties made herein or otherwise provided by the Subscriber to the Issuer in completing the sale and issue of the Units to the Subscriber.

6.2 The Subscriber hereby acknowledges and agrees that the subscription proceeds, together with all subscription documents completed in the manner described herein, subject to any statutory rights of the Subscriber, will be provided to the Issuer prior to the Closing Date. All subscription proceeds provided to the Issuer as contemplated herein may be used by the Issuer forthwith and from time to time in its sole discretion and will form an interest-free loan from the Subscriber to the Issuer and in the event that the Closing fails to occur, for any reason, the Subscriber will be deemed to have loaned the purchase funds to the Issuer, repayable on demand.

7. Subscriber's Exemption Status

7.1 The Subscriber, by its execution of this Subscription Agreement, hereby further represents, warrants to, and covenants with, the Issuer (which representations, warranties and covenants will survive the Closing of the Offering) that the Subscriber is purchasing the Units as principal for its own account, it is purchasing such Units not for the benefit of any other person, and not with a view to the resale or distribution of the Units and one of the following Exemptions applies to the Subscriber:

(a) *Family, Friends and Business Associates Exemptions*

- (i) The Subscriber is a resident of a Province or Territory of Canada other than Ontario, and is:
 - (A) a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer,
 - (B) a spouse, parent, grandparent, brother, sister, child, or grandchild of a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer,
 - (C) a parent, grandparent, brother, sister, child, or grandchild of the spouse of a director, executive officer, or control person of the Issuer or of an affiliate of the Issuer,
 - (D) a close personal friend of a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer,
 - (E) a close business associate of a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer,
 - (F) a founder of the Issuer or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend, or close business associate of a founder of the Issuer,
 - (G) a parent, grandparent, brother, sister, child, or grandchild of a spouse of a founder of the Issuer,
 - (H) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (A) to (G), or
 - (I) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (A) to (G);

If the Subscriber is a resident of Saskatchewan, the Subscriber must complete and sign the Risk Acknowledgement Form - 45-106F5 attached hereto as Schedule C;

- (ii) The Subscriber is a resident of Ontario and is not an investment fund, you have concurrently executed and delivered a Form 45-106F12 – *Risk Acknowledgement Form for Family, Friends and Business Associates* in the form attached as Appendix 1 to Schedule B and signed by all of the following:
 - (A) the purchaser;
 - (B) an executive officer of the Issuer other than the purchaser;

- (C) if the purchaser is a person referred to under paragraph 7.1(a)(i)(B), the director, executive officer, or control person of the issuer or an affiliate of the issuer who has the specified relationship with the purchaser;
 - (D) if the purchaser is a person referred to under paragraph 7.1(a)(i)(C), the director, executive officer, or control person of the issuer or an affiliate of the issuer whose spouse has the specified relationship with the purchaser;
 - (E) if the purchaser is a person referred to under paragraph 7.1(a)(i)(D) or (i)(E), the director, executive officer or control person of the issuer or an affiliate of the issuer who is a close personal friend or a close business associate of the purchaser; and
 - (F) the founder of the Issuer, if the purchaser is a person referred to in paragraph 7.1(a)(i)(F) and (i)(G) other than the founder of the Issuer; and
- (iii) you have concurrently executed and delivered a certificate in the form attached as Schedule B attached hereto.
- (b) *Employee, Executive Officer, Director, and Consultant Exemptions*
- The Subscriber is:
- (i) an employee, executive officer, director, or consultant of the Issuer,
 - (ii) an employee, executive officer, director, or consultant of a related entity of the Issuer, or
 - (iii) a permitted assign of a person referred to in paragraphs (i) or (ii)
- and the Subscriber's purchase is voluntary;
- (c) *Minimum Amount Exemption*
- You are not an individual** and the aggregate acquisition cost of purchasing the Units will not be less than \$150,000 paid in cash at the time of purchase, and the Subscriber has not been created or used solely to purchase or hold the Units in reliance on this Exemption; or
- (d) *Accredited Investor Exemption*
- (i) The Subscriber is an "Accredited Investor" and the Subscriber has properly completed and duly executed the Accredited Investor Certificate attached to this Subscription Agreement as Schedule A indicating the means by which the Subscriber is an Accredited Investor and confirms the truth and accuracy of all statements made by the Subscriber in such certificate; and
 - (ii) If you are an individual, you have concurrently executed and delivered Form 45-106F9 – Form for Individual Accredited Investors in the form attached as Appendix 2 to Schedule A hereto.

7.2 Subscriber Outside of Canada

If the Subscriber is resident in an International Jurisdiction or in the United States, it certifies in particular that it is not resident in British Columbia and further acknowledges and certifies that:

- (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units or the Securities;
- (b) there is no government or other insurance covering the Units or the Securities;
- (c) there are risks associated with the purchase of the Units;
- (d) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to determine what those restrictions are and to comply with them before selling the Securities;
- (e) the Issuer has advised the Subscriber that the Issuer is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Securities through a person registered to sell the Securities under Applicable Securities Laws and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (f) the Subscriber is knowledgeable of securities legislation having application or jurisdiction over the Subscriber and the Offering (other than the laws of Canada and the United States) which would apply to this Subscription Agreement;
- (g) the Subscriber is purchasing the Units pursuant to exemptions from any prospectus, registration or similar requirements under the laws of that International Jurisdiction and or, if such is not applicable, the Subscriber is permitted to purchase the Units, and the Issuer has no filing obligations in the International Jurisdiction;
- (h) no laws in the International Jurisdiction require the Issuer to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and
- (i) the Units are being acquired for investment only and not with a view to resale and distribution within the International Jurisdiction.

7.3 Additional Representations Applicable to U.S. Purchasers. If the Subscriber is a U.S. Purchaser, the Subscriber represents and warrants either:

- (a) the Subscriber is a discretionary or similar account (other than an estate or trust) that is excluded from the definition of "U.S. Person" pursuant to Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act and is held on behalf of a person that is not a U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; or
- (b) the Subscriber is a U.S. Person or is located in the United States and is an "accredited investor" as defined in Regulation D of the U.S. Securities Act (a "**U.S. Accredited Investor**"), and is acquiring the Units for its own account or for the account of a U.S. Accredited Investor as to which it exercises sole investment discretion, to be held for investment only and not with a view to any resale, distribution or other disposition of the Units in violation of United States securities laws or applicable state securities laws; and

IN EITHER CASE, the Subscriber has properly completed and duly executed a U.S. Purchaser Certificate attached to this Subscription Agreement as Schedule D or has properly completed and duly executed a Certificate of Foreign Investor as Schedule E and confirms the truth and accuracy of all statements made by the Subscriber in such certificate.

7.4 Other General Representations Applicable to All Subscribers

- (a) the Subscriber has no knowledge of a "material fact" or "material change", as those terms are defined herein, in respect of the affairs of the Issuer that has not been generally disclosed to the public;
- (b) the Subscriber (and, if applicable, any beneficial purchaser for whom it is acting) is resident in the jurisdiction set out under the heading "Name and Address of Subscriber" on the execution page of this Subscription Agreement;
- (c) the Subscriber is of legal age and has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution of this Subscription Agreement on behalf of the Subscriber;
- (d) the entering into of this Subscription Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (e) the Subscriber has duly and validly authorized, executed, and delivered this Subscription Agreement and understands it is intended to constitute a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (f) in connection with the Subscriber's investment in the Units, the Subscriber has not relied upon the Issuer for investment, legal, or tax advice, and has, in all cases sought the advice of the Subscriber's own personal investment advisor, legal counsel, and tax advisers or has waived its rights thereto and the Subscriber is either experienced in or knowledgeable with regard to the affairs of the Issuer, or either alone or with its professional advisors is capable, by reason of knowledge and experience in financial and business matters in general, and investments in particular, of evaluating the merits and risks of an investment in the Units and is able to bear the economic risk of the investment and it can otherwise be reasonably assumed to have the capacity to protect its own interest in connection with the investment in the Units;
- (g) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase the Units;
 - (ii) that any person will refund the purchase price for the Units;
 - (iii) as to the future price or value of the Units; or
 - (iv) that the Units will be listed and posted for trading on a stock exchange or that application has been made to list and post the Units for trading on a stock exchange, other than the Exchange;

Not a person in the United States or a U.S. Person

- (h) Unless the Subscriber completes the U.S. Purchaser Certificate included herein as Schedule D (in which case the Subscriber represents, warrants, and covenants to the Issuer as to the accuracy of all matters set out therein) in connection with a purchase of the Securities made in reliance on Regulation D, the Subscriber represents and warrants that:
 - (i) the Securities are not being acquired, directly or indirectly, for the account or benefit of a U.S. Person or a person in the United States and the Subscriber does not have any agreement or understanding (either written or oral) with any U.S. Person or a person in the United States respecting:
 - (A) the transfer or assignment of any rights or interests in any of the Securities;
 - (B) the division of profits, losses, fees, commissions, or any financial stake in connection with this Subscription Agreement; or
 - (C) the voting of the Securities; and
 - (ii) the Subscriber has no intention to distribute either directly or indirectly any of the Securities in the United States or to U.S. Persons;
 - (iii) the Subscriber represents that the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act;
 - (iv) the Subscriber is not a "U.S. Person" and is not purchasing the Securities for the account or benefit of any U.S. Person or a person in the United States or for offering, resale, or delivery for the account or benefit of any U.S. Person or a person in the United States;
 - (v) the Subscriber was outside the United States at the time of execution and delivery of this Subscription Agreement within the meaning of Regulation S;
 - (vi) no offers to sell the Securities were made by any person to the Subscriber while the Subscriber was in the United States;
 - (vii) the Subscriber acknowledges that the Securities have not been registered under the U.S. Securities Act, and may not be offered or sold in the United States or to a U.S. Person unless an exemption from such registration requirements is available. The Subscriber understands that the Issuer has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities;
 - (viii) the Subscriber will not engage in any directed selling efforts (as defined by Regulation S under the U.S. Securities Act) in the United States in respect of the Securities, which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of conditioning the market in the United States for the resale of the Securities; and
 - (ix) the Subscriber acknowledges that any person who exercises a Warrant will be required to provide to the Issuer either:
 - (A) written certification that it is not a U.S. Person and that such Warrant is not being exercised within the United States or on behalf of, or for the account or benefit of, a U.S. Person; or
 - (B) a written opinion of counsel or other evidence satisfactory to the Issuer to the effect that the Warrant Shares have been registered under the U.S. Securities Act and applicable state securities laws or are exempt from registration thereunder;

Compliance with Resale Laws

(i) the Subscriber will comply with Applicable Securities Laws and, if applicable, Rule 904 of Regulation S concerning the resale of the Securities and all related restrictions (and the Issuer is not in any way responsible for such compliance) and will speak and consult with its own legal advisors with respect to such compliance;

Own Expense

(j) the Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel or other advisors retained by the Subscriber) relating to the purchase of the Units will be borne by the Subscriber;

Indemnity

(k) The foregoing acknowledgements are made by the Subscriber with the intent that they be relied upon by the Issuer in determining its suitability as a purchaser of the Units, and the Subscriber hereby agrees to indemnify the Issuer against all losses, claims, costs, expenses and damages or liabilities which the Issuer may suffer or incur as a result of reliance thereon.

8. The Issuer's Representations

8.1 The Issuer represents and warrants to the Subscriber that, as of the date of this Subscription Agreement and at Closing hereunder:

(a) the Issuer and any subsidiaries are valid and subsisting corporations duly incorporated and in good standing under the laws of the jurisdictions in which they are incorporated, continued, or amalgamated;

(b) the Issuer has complied, or will comply, with all applicable corporate and securities laws and regulations in connection with the offer, sale, and issuance of the Securities;

(c) the Issuer and any subsidiaries are the beneficial owners (or have the right to acquire) of the properties, business, and assets or the interests in the properties, business, or assets referred to in its Public Record and except as disclosed therein, all agreements by which the Issuer or its subsidiaries holds an interest in a property, business, or asset are in good standing according to their terms, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;

(d) no offering memorandum has been or will be provided to the Subscriber;

(e) the financial statements comprised in the Public Record accurately reflect the financial position of the Issuer as at the date thereof, and no adverse material changes in the financial position of the Issuer have taken place since the date of the Issuer's last financial statements except as filed in the Public Record;

(f) the creation, issuance, and sale of the Securities by the Issuer does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions, or provisions of its constituting documents or any agreement or instrument to which the Issuer is a party;

(g) the Securities will, at the time of issue, be duly allotted, validly issued, fully paid, and non-assessable and will be free of all liens, charges, and encumbrances and the Issuer will reserve sufficient shares in the treasury of the Issuer to enable it to issue the Securities;

(h) this Subscription Agreement, when accepted, will have been duly authorized by all necessary corporate action on the part of the Issuer and, subject to acceptance by the Issuer, will constitute a valid obligation of the Issuer legally binding upon it and enforceable in accordance with its terms;

(i) neither the Issuer nor any of its subsidiaries is a party to any actions, suits, or proceedings which could materially affect its business or financial condition, and to the best of the Issuer's knowledge no such actions, suits, or proceedings have been threatened as at the date hereof, except as disclosed in the Public Record;

(j) no order ceasing or suspending trading in the securities of the Issuer nor prohibiting sale of such securities has been issued to the Issuer or its directors, officers, or promoters and to the best of the Issuer's knowledge no investigations or proceedings for such purposes are pending or threatened; and

(k) except as set out in the Public Record or herein, 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 issue or allotment of any unissued common shares of the Issuer or any other security convertible or exchangeable for any such shares or to require the Issuer to purchase, redeem or otherwise acquire any of the issued or outstanding shares of the Issuer.

9. Covenants of the Issuer

9.1 The Issuer hereby covenants with each Subscriber that it will:

(a) offer, sell, issue, and deliver the Securities pursuant to exemptions from the prospectus filing, registration, or qualification requirements of Applicable Securities Laws and otherwise fulfil all legal requirements required to be fulfilled by the Issuer (including without limitation, compliance with all Applicable Securities Laws) in connection with the Offering;

(b) within the required time, file with the Exchange any documents, reports, and information, in the required form, required to be filed by Applicable Securities Laws in connection with the Offering, together with any applicable filing fees and other materials;

(c) the Issuer will use reasonable commercial efforts to satisfy as expeditiously as possible any conditions of the Exchange required to be satisfied prior to the Exchange's acceptance of the Issuer's notice of the Offering; and

(d) use its reasonable commercial efforts to obtain all necessary approvals for this Offering.

10. No Contractual Right of Action for Rescission

10.1 The Subscriber acknowledges that it is purchasing the Securities issued hereunder pursuant to an exemption which does not require delivery to the Subscriber of an offering memorandum, that it will not receive any offering memorandum in connection with this Subscription Agreement and therefore is not entitled to contractual rights of action or rescission.

11. Resale Restrictions and Legending of Securities

11.1 The Subscriber acknowledges that any resale of the Securities will be subject to resale restrictions contained in the Applicable Securities Laws applicable to the Issuer, the Subscriber, or any proposed transferee. Subscribers with a Canadian or international address will receive a certificate bearing the following legend imprinted thereon:

"Unless permitted under securities legislation, the holder of this security must not trade the security before *[insert the date that is 4 months and a day from the Closing Date]*"

11.2 Certificates representing the Warrants will bear the following legends imprinted thereon:

"Unless permitted under securities legislation, the holder of this security must not trade the security before *[insert the date that is 4 months and one day from the Closing Date]*";

"The warrants represented hereby will be void and of no value after 5:00 pm (Vancouver time) on *[insert the date that is twenty-four (24) months from the Closing Date]*."

11.3 If Subscriber is a U.S. Person or is located in the United States, in addition to the legends set forth in paragraphs 11.1 and 11.2 above, the certificates representing the Securities will bear a U.S. restrictive legend set forth in Schedule D hereto.

11.4 The Subscriber is aware that the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that the Securities may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Issuer has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Securities.

12. General

12.1 Time is of the essence hereof.

12.2 Neither this Subscription Agreement nor any provision hereof will be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge, or termination is sought.

12.3 The parties hereto will execute and deliver all such further documents and instruments and do all such acts and things as may either before or after the execution of this Subscription Agreement be reasonably required to carry out the full intent and meaning of this Subscription Agreement.

12.4 This Subscription Agreement will be subject to, governed by, and construed in accordance with the laws of British Columbia and the laws of Canada as applicable therein and the Subscriber hereby irrevocably attorns to the jurisdiction of the Courts situate therein.

12.5 This Subscription Agreement may not be assigned by any party hereto.

12.6 Without limitation, this Subscription Agreement and the transactions contemplated hereby are conditional upon and subject to the Issuer receiving the acceptance of the Exchange for this Subscription Agreement and the transactions contemplated hereby.

12.7 The Issuer will be entitled to rely on delivery of a facsimile copy of this Subscription Agreement, and acceptance by the Issuer of a facsimile copy of this Subscription Agreement will create a legal, valid, and binding agreement between the Subscriber and the Issuer in accordance with its terms.

12.8 This Subscription Agreement may be signed by the parties in as many counterparts as may be deemed necessary, each of which so signed will be deemed to be an original, and all such counterparts together will constitute one and the same instrument.

12.9 This Subscription Agreement is deemed to be entered into on the acceptance date by Issuer, notwithstanding its actual date of execution by the Subscriber.

12.10 This Subscription Agreement, including, without limitation, the representations, warranties, acknowledgements, and covenants contained herein, will survive and continue in full force and effect and be binding upon the parties notwithstanding the completion of the purchase of the Units by the Subscriber pursuant hereto, the completion of the issue of Units of the Issuer and any subsequent disposition by the Subscriber of the Shares or Warrants.

12.11 The invalidity or unenforceability of any particular provision of this Subscription Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.

12.12 Except as expressly provided in this Subscription Agreement and in the agreements, instruments, and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations, or warranties, whether expressed, implied, oral or written, by statute, by common law, by the Issuer, by the Subscriber, or by anyone else. In the event that execution pages are delivered to the Issuer without this entire Agreement, the Issuer is entitled to assume that the Subscriber, and each beneficial purchaser for whom it is acting, has accepted all of the terms and conditions contained in the parts of this Subscription Agreement that are not returned, without amendment or modification.

13. All monetary amounts and references expressed herein are Canadian Dollars.

[Execution Page Follows]

IN WITNESS WHEREOF the Subscriber has duly executed this Subscription Agreement as of the date first above mentioned.

Total Number of Units Subscribed: _____ **Units @ CAD \$0.05**

Total Purchase Price: \$ _____

Name, Residential Address and Telephone Number

(Name of Subscriber - Please type or print)

(Signature and, if applicable, Office)

(Residential Address of Subscriber)

(City, Province, Postal Code of Subscriber)

(Telephone number)

(Email address)

If the Subscriber is signing as agent or other person, please complete below with the name, address, and telephone number of the beneficial owner of the Units purchased OR if the Subscriber is a corporation, please complete below with the name, address, and telephone number of the beneficial owner of the Subscriber:

(Name of Subscriber - Please type or print)

(Signature and, if applicable, Office)

(Address of Subscriber)

(City, Province, Postal Code of Subscriber)

(Telephone Number)

A C C E P T A N C E

The above-mentioned Subscription Agreement is hereby accepted and the terms hereof agreed to by the Issuer and the Subscriber.

DATED at Vancouver, British Columbia, the _____ day of _____, 2023.

G2 ENERGY CORP.

Per: _____
Authorized Signing Officer

SCHEDULE A

ACCREDITED INVESTOR CERTIFICATE (To be completed by Accredited Investors only)

Part 1: Accredited Investor (defined in NI 45-106):

For Ontario residents, in addition to this Part 1, please also complete Part 2.

The undersigned (the “**Subscriber**”) hereby confirms and certifies to G2 ENERGY CORP. (the “**Issuer**”) that the Subscriber is purchasing the Units as principal and that the Subscriber is an “Accredited Investor” as defined in NI 45-106 or *Securities Act* (Ontario) and is: **[Initial appropriate boxes]**

- _____ (a) except in Ontario, a Canadian financial institution or an authorized foreign bank listed in Schedule III of the *Bank Act* (Canada),
- _____ (b) except in Ontario, the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada),
- _____ (c) except in Ontario, a subsidiary of any person referred to in paragraph (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- _____ (d) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
- _____ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),
- _____ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- _____ (f) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency, or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
- _____ (g) except in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal, or an intermunicipal management board in Quebec,
- _____ (h) except in Ontario, any national, federal, state, provincial, territorial, or municipal government of or in any foreign jurisdiction, or any agency of that government,
- _____ (i) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada,
- _____ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds \$1,000,000,
If qualifying under this paragraph, the Subscriber must also complete and sign Appendix 2 to Schedule A attached hereto entitled “Form 45-106F9: Form for Individual Accredited Investors”
- _____ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
- _____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
If qualifying under this paragraph, the Subscriber must also complete and sign Appendix 2 to Schedule A attached hereto entitled “Form 45-106F9: Form for Individual Accredited Investors”
- _____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,
If qualifying under this paragraph, the Subscriber must also complete and sign Appendix 2 to Schedule A attached hereto entitled “Form 45-106F9: Form for Individual Accredited Investors”
- _____ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,
- _____ (n) an investment fund that distributes or has distributed its securities only to

- (i) a person that is or was an accredited investor at the time of the distribution,
- (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] and 2.19 [Additional investment in investment funds] of NI 45-106, or
- (iii) a person described in paragraph (i) or (ii) immediately above that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106,
- _____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt,
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account by the trust company or trust corporation, as the case may be,
- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,
- _____ (r) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- _____ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,
- _____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- _____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as an accredited investor, or
- _____ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child, or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

Part 2: Accredited Investor (defined in section 73.3(1) of the Securities Act (Ontario)):

For Ontario residents only.

The Subscriber hereby confirms and certifies to the Issuer that the Subscriber is purchasing the Units as principal and that the Subscriber is an "Accredited Investor" as defined in the Securities Act (Ontario) and is: **[check appropriate boxes]**

- _____ (a) a financial institution listed in Schedule I, II or III of the *Bank Act* (Canada), an association to which the *Cooperative Credit Association Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act, or a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be,
- _____ (b) the Business Development Bank of Canada,
- _____ (c) a subsidiary of any person referred to in paragraph (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- _____ (d) a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,
- _____ (e) the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency, or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,

- _____ (f) a municipality, public board, or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal, or an intermunicipal management board in Quebec,
- _____ (g) any national, federal, state, provincial, territorial, or municipal government of or in any foreign jurisdiction, or any agency of that government,
- _____ (h) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada, or
- _____ (i) A person or company that is recognized or designated by the Ontario Securities Commission as an accredited investor.

and for purposes hereof, words and phrases which are used in this Accredited Investor Certificate and which are defined in NI 45-106 will have the meaning ascribed thereto in NI 45-106. Certain definitions that are relevant to qualifications as an "Accredited Investor" are attached hereto as Appendix I. You must review these definitions carefully.

[Execution Page Follows]

EXECUTED by the Subscriber at _____, this _____ day of _____, 2023.

If a corporation, partnership or other entity:

If an Individual:

Signature of Authorized Signatory

Signature

Name and Position of Signatory

Print Name

Name of Purchasing Entity

Jurisdiction of Residence

Jurisdiction of Residence

APPENDIX I TO SCHEDULE A

DEFINITIONS RELEVANT TO QUALIFICATIONS AS AN ACCREDITED INVESTOR

- (a) **“Canadian financial institution”** means
- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of the *Cooperative Credit Associations Act* (Canada), or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (b) **“control person”** has the meaning ascribed to that term in securities legislation except in Manitoba, Ontario, Quebec, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, the Northwest Territories, and Nunavut where “control person” means any person that holds or is one of a combination of persons that hold
- (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
 - (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of that issuer;
- (c) **“eligibility adviser”** means
- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business, or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate, or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders, or control persons within the previous 12 months;
- (d) **“executive officer”** means, for an issuer, an individual who is
- (i) a chair, vice-chair, or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance, or production,
 - (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
 - (iv) performing a policy-making function in respect of the issuer;
- (e) **“financial assets”** means cash, securities, or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (f) **“founder”** means, in respect of an issuer, a person who,
- (i) acting alone, in conjunction or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing, or substantially reorganizing the business of the issuer, and
 - (ii) at the time of the trade is actively involved in the business of the issuer;
- (g) **“fully managed account”** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;
- (h) **“investment fund”** has the meaning ascribed thereto in National Instrument 81-106 - *Investment Fund Continuous Disclosure* except in Ontario where “investment fund” means a mutual fund or a non-redeemable fund;
- (i) **“person”** includes
- (i) an individual,
 - (ii) a corporation,
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
 - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator, or personal or other legal representative;

except in Ontario where “person” means

- (i) an individual,
 - (ii) a partnership,
 - (iii) an unincorporated association,
 - (iv) an unincorporated syndicate,
 - (v) an unincorporated organization,
 - (vi) a trust,
 - (vii) an executor,
 - (viii) an administrator, and
 - (ix) a legal representative;
- (j) **“related liabilities”** means
- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets.
- (k) **“spouse”** means, an individual who,
- (i) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
 - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) immediately above or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (l) **“subsidiary”** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

Affiliated Entities and Control

For the purposes of Part 1:

1. An issuer is considered to be an affiliate of another issuer if one of them is a subsidiary of the other, or if each of them is controlled by the same person.
2. A person (first person) is considered to control another person (second person) if
 - (i) *the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless the first person holds the voting securities only to secure an obligation,*
 - (ii) *the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests in the partnership, or*
 - (iii) *the second person is a limited partnership and the general partner of the limited partnership is the first person.*

For the purposes of Part 2:

1. A company shall be deemed to be an affiliate of another company if one of them is a subsidiary of the other, or if both are subsidiaries of the same company or if each of them is controlled by the same person or company.
2. A company shall be deemed to be controlled by another person or company or by two or more companies if,
 - (a) voting securities of the first-mentioned company carrying more than 50 per cent of the votes for the election of directors or held, otherwise than by way of security only, by or for the benefit of the other person or company or by or for the benefit of the other companies; and
 - (b) the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of the first-mentioned company.

All monetary amounts and references expressed herein are Canadian Dollars.

APPENDIX 2 TO SCHEDULE A

Form 45-106F9
Form for Individual Accredited Investors

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY ISSUER OR SELLING SECURITY HOLDER

1. About your investment	
Type of securities: Units of the Issuer	Issuer: G2 ENERGY CORP.

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$_____.	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You may not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investments. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> Your net income before taxes was more than \$200,000 in each for the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the case and securities. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you may have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature:

Date:

SECTION 5 TO BE COMPLETED BY SALESPERSON

5. Salesperson information

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

Please contact:

G2 ENERGY CORP.
Suite 430 – 744 West Hastings Street, Vancouver, BC, V6C 1A5
Telephone: 778 775-4985
Attention: Slawek Smulewicz
Email address: slawek@g2.energy

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca

SCHEDULE B

FAMILY, FRIENDS AND BUSINESS ASSOCIATES CERTIFICATIONS **(To be completed by Officers, Directors, Employees, Family, Close Friends and Business Associates Only)**

TO: G2 ENERGY CORP.

In connection with the purchase of Units of G2 ENERGY CORP. (the "Issuer") by the undersigned Subscriber, or if applicable, the principal on whose behalf the undersigned is purchasing as agent, the Subscriber hereby represents, warrants, covenants and ratifies to the Issuer that:

1. The Subscriber is resident in or is subject to the laws of a Province of Canada other than Ontario;
2. The Subscriber is purchasing the Units as principal for its own account;
3. It is (please initial):
 - ___ (a) a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer; or
 - ___ (b) a spouse, parent, grandparent, brother, sister, child, or grandchild of a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer; or
 - ___ (c) a parent, grandparent, brother, sister, child, or grandchild of the spouse of a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer; or
 - ___ (d) a close personal friend (by reason of the fact that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or a member of the same organization, association, or religious group or a client, customer, or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual) of a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer; or
 - ___ (e) a close business associate (by reason of the fact that you have had direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual) of a director, executive officer, or control person of the Issuer, or of an affiliate of the Issuer, or
 - ___ (f) a founder of the Issuer or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend (by reason of the fact that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or a member of the same organization, association, or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual) or close business associate (by reason of the fact that you have had direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual) of a founder of the Issuer, or
 - ___ (g) a parent, grandparent, brother, sister, child, or grandchild of a spouse of a founder of the Issuer, or
 - ___ (h) a person or company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections 3(a) to 3(g) above; or
 - ___ (i) _____ a trust or estate of which all of the beneficiaries or a majority of the trustees are persons or companies described in subsections 3(a) to 3(g) above; or

Please complete the following details of whose relationship is if you have checked any one of items 3(b) to 3(i) above:

(insert name of applicable person)

Length of Relationship

Details of Relationship

Prior Business Dealings, if applicable

4. The Subscriber represents and warrants that the above representations and warranties will be true and correct both as of the execution of this certificate and as of the closing time of the purchase and sale of the Securities and acknowledges that they will survive the completion of the issue of the Securities.

5. For the purposes hereof, words and phrases used in this representation letter and which are defined in NI 45-106 will have the meaning ascribed thereto in NI 45-106.

6. The undersigned acknowledges that the foregoing representations and warranties are made by the undersigned with the intent that they be relied upon in determining the suitability of the Subscriber as a purchaser of the Securities and that this Schedule B is incorporated into and forms part of the Subscription Agreement and the undersigned undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Securities.

Dated: _____, 20__.

Print name of Subscriber

By: _____
Signature

Print name of Signatory
(if different from Subscriber)

Title

APPENDIX 1 TO SCHEDULE B

Form 45-106F12

Risk Acknowledgement Form for Family, Friend, and Business Associate Investors

WARNING!

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY ISSUER

1. About your investment

Type of securities:	Issuer:
Units of the Issuer	G2 ENERGY CORP.

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$_____.	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.	

3. Family, friend, or business associate status

You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you:	Your initials
<p>A) You are:</p> <p style="margin-left: 20px;">1. [check all applicable boxes]</p> <p style="margin-left: 40px;"><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p style="margin-left: 40px;"><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p style="margin-left: 40px;"><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p style="margin-left: 40px;"><input type="checkbox"/> a founder of the issuer</p> <p style="margin-left: 20px;">OR</p> <p style="margin-left: 20px;">2. [check all applicable boxes]</p> <p style="margin-left: 40px;"><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p style="margin-left: 40px;"><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/ or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	
<p>B) You are a family member of _____, who holds the following position at the issuer or an affiliate of the issue: _____.</p> <p>You are the _____ of that person or that person's spouse.</p>	

C) You are a close personal friend of _____, who holds the following position at the issuer or an affiliate of the issuer: _____. You have known that person for _____ years.	
D) You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____. You have known that person for _____ years.	

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend, or close business associate of that person identified in section 5 of this form.

First and last name (please print):

Signature:	Date:
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SECTION 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE PERSONAL RELATIONSHIP, IF APPLICABLE

5. Contact person at the issuer or an affiliate of the issuer

[Instruction: To be completed by the director, executive officer, control person, or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]

By signing this for, you confirm that you have, or your spouse has, the following relationship with the purchaser: *[check the box that applies]*

- family relationship as set out in section 3B of this form
- close personal friendship as set out in section 3C of this form
- close business associate relationship as set out in section 3D of this form

First and last name of contact person (please print):

Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):

Telephone:	Email:
Signature:	Date:

SECTION 6 TO BE COMPLETED BY THE ISSUER

6. For more information about this investment

Please contact:
G2 ENERGY CORP.
Suite 430 – 744 West Hastings Street

Vancouver, BC, V6C 1A5
Telephone: 778 775-4985
Attention: Slawek Smulewicz
Email address: slawek@g2.energy

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca

Signature of executive officer of issuer (other than the purchaser):

Date:

SCHEDULE C

FORM 45-106F5

Risk Acknowledgement Form for Saskatchewan Family, Friends, and Business Associates

SASKATCHEWAN SUBSCRIBERS ONLY

I acknowledge that this is a risky investment.

I am investing entirely at my own risk.

No securities regulatory authority has evaluated or endorsed the merits of these securities.

I will not be able to sell these securities for 4 months.

I could lose all the money I invest.

I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus.

I am investing \$_____ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a *close* personal friend or *close* business associate of _____ [state name], who is a _____ [state title – founder, director, executive officer or control person] of _____ [state name of issuer or its affiliate – if an affiliate state “an affiliate of the issuer” and give the issuer’s name].

I acknowledge that I am purchasing based on my close relationship with _____ [state name of founder, director, executive officer, or control person] whom I know well enough and for a sufficient period of time to be able to assess his/her capabilities and trustworthiness.

I acknowledge that this a risky investment and that I could lose all the money I invest,

Date

Signature of Purchaser

of Purchaser

Print name

[Sign 2 copies of this document. Keep one copy for your records.]

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you: the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and the securities do not have to be sold by an investment dealer registered with a securities regulatory authority.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

You may not receive any written information about the issuer or its business.

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission’s website at <http://www.sfsc.gov.sk.ca>

SCHEDULE D

U.S. PURCHASER CERTIFICATE (To be completed by U.S. Purchasers only)

A “U.S. Purchaser” is (a) any “U.S. Person” as defined in Regulation S, (b) any person purchasing the Units on behalf of any “U.S. Person” or any person in the United States, (c) any person who receives or received an offer of the Units while in the United States, or (d) any person who is or was in the United States at the time the Subscriber’s buy order was made or this Agreement was executed or delivered.

1. The Subscriber covenants, represents and warrants to G2 ENERGY CORP. (the “Issuer”) that *(please place your initials on the appropriate line(s) with respect to (a) or (b):*

Initials _____ (a) it is a discretionary or similar account (other than an estate or trust) that is excluded from the definition of “U.S. Person” pursuant to Rule 902(k)(2)(i) of Regulation S under the U.S. Securities Act and is held on behalf of a person that is not a U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

OR

Initials _____ (b) it is an “accredited investor” as defined in Regulation D by virtue of satisfying one or more of the categories indicated in Section 3 below.

2. If the Subscriber has initialled box 1(b) above, the Subscriber further covenants, represents and warrants to the issuer that:

(a) it understands that the Securities have not been and will not be registered under the U.S. Securities Act, that the sale contemplated hereby is being made in reliance on the exemption from such registration requirement provided by Rule 506 of Regulation D, that as such the Securities will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act, and the Subscriber is familiar with such rule and understands the resale limitations imposed thereby and the U.S. Securities Act;

(b) it acknowledges that it has not purchased the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices, or other communications published in any newspaper, magazine or similar media or broadcast over radio, television, or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(c) it understands and agrees that there may be material tax consequences to the Subscriber of an acquisition, disposition, or exercise of any of the securities. The Issuer gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States, state, local, or foreign tax law of the undersigned’s acquisition or disposition of such securities. In particular, no determination has been made whether the Issuer will be a “passive foreign investment company” (“PFIC”) within the meaning of Section 1291 of the *United States Internal Revenue Code*;

(d) it understands and agrees that the financial statements of the Issuer have been prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;

(e) it understands and acknowledges that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, the certificates, or an ownership statement issued under a direct registration system or other electronic book-entry system, representing the Shares, and any Warrant Shares issued upon exercise of the Warrants, will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE

TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT.

THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

provided, that if the Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act ("**Regulation S**"), the legends set forth above in this Section 2(e) may be removed by providing a declaration to the registrar and transfer agent of the Company, as set forth in Appendix "A" attached hereto (or in such other form as the Company may prescribe from time to time); and provided, further, that, if the Shares are being sold otherwise than in accordance with Rule 904 of Regulation S and other than to the Company, the legends may be removed by delivery to the registrar and transfer agent and the Company of an opinion of counsel of recognized standing in form and substance satisfactory to the Company that such legends are no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

(f) it understands and agreed that the certificates representing the Warrants, and all certificates issued in exchange therefore or in substitution thereof, shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT.

THESE WARRANTS AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE WARRANTS MAY NOT BE EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THE SHARES ISSUABLE UPON EXERCISE OF THESE WARRANTS HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT."

(g) it consents to the Issuer making a notation on its records or giving instruction to the registrar and transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described herein;

(h) it understands and acknowledges that the Issuer is not obligated to remain a "foreign issuer";

(i) if an individual, it is a resident of the state or other jurisdiction listed in its address on the execution page of the Subscription Agreement, or if the Subscriber is not an individual, the office of the Subscriber at which the Subscriber received and accepted the offer to purchase the Issuer's Securities is the address listed on the execution page of the Subscription Agreement.

(j) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment;

(k) the Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities;

(l) it is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Securities in violation of the United States securities laws;

(m) if it decides to offer, sell or otherwise transfer any of the Securities, it will not offer, sell or otherwise transfer any of such Securities directly or indirectly, unless

(i) the sale is to the Issuer;

(ii) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;

(iii) the sale is made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder and in accordance with any applicable state securities or "Blue Sky" laws; or

(iv) the Securities are sold in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of securities;

and, in the case of clauses (iii) or (iv) above, it has prior to such sale furnished to the Issuer an opinion of counsel or other evidence of exemption in form and substance reasonably satisfactory to the Issuer;

(n) it understands that the Issuer is not obligated to file and has no present intention of filing with the U.S. Securities and Exchange Commission or with any state securities administrators any registration statement in respect of resales of the Securities in the United States; and

(o) the funds representing the purchase price which will be advanced by the Subscriber to the Issuer hereunder will not represent proceeds of crime for the purposes of the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (the "**PATRIOT Act**"), and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber's name and other information relating to the subscription agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PATRIOT Act. No portion of the purchase price to be provided by the Subscriber (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of the United States of America, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to or by the Subscriber, and it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true and provide the Issuer with appropriate information in connection therewith.

3. If the Subscriber has initialled box 1(b) above, the Subscriber further covenants, represents and warrants to the Issuer that **(please place your initials on the appropriate line(s) 1 through 8 below):**

1. Initials _____ Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; any employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are “accredited investors” (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);
2. Initials _____ Any private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940;
3. Initials _____ Any organization described in Section 501(c)(3) of the U.S. Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000;
4. Initials _____ Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);
5. Initials _____ A natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth, (i) the person’s primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability);
6. Initials _____ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;
7. Initials _____ Any director or executive officer of the Issuer; or
8. Initials _____ Any entity in which all of the equity owners meet the requirements of at least one of the above categories– if this category is selected you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.

ONLY U.S. PURCHASERS NEED TO COMPLETE AND SIGN

Dated: _____

Signed: _____

Print the name of Subscriber

Print official capacity or title, if applicable

Print name of individual whose signature appears
above if different than the name of the Subscriber printed
above.

**APPENDIX "A" TO
U.S. PURCHASER CERTIFICATE
Form of Declaration for Removal of Legend**

TO: Registrar and transfer agent for the shares of G2 ENERGY CORP. (the "Issuer")

The undersigned (A) acknowledges that the sale of the _____ common shares in the capital of the Issuer represented by certificate number _____, to which this declaration relates, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of the Issuer (except solely by virtue of being an officer or director of the Issuer) or a "distributor", as defined in Regulation S, or an affiliate of a "distributor"; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Canadian Securities Exchange or a designated offshore securities market within the meaning of Rule 902(b) of Regulation S under the U.S. Securities Act, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged in any directed selling efforts in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S under the U.S. Securities Act with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or a scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise specified, terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____

X _____
Signature of individual (if Seller is an individual)

X _____
Authorized signatory (if Seller is not an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the representations of our customer _____ (the "Seller") contained in the foregoing Declaration for Removal of Legend, dated _____, 20____, with regard to the sale, for such Seller's account, of _____ common shares (the "Securities") of the Issuer represented by certificate number _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the Canadian Securities Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means 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 the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Issuer shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Name of Firm

By: _____
Authorized Signatory

SCHEDULE E

CERTIFICATE OF FOREIGN INVESTOR (To be completed by International Purchasers only)

In connection with the purchase by the undersigned subscriber (the "**Purchaser**") of units (which are hereinafter referred to as the "**Securities**") of G2 ENERGY CORP. (the "**Corporation**"), the Purchaser on its own behalf and (if applicable) on behalf of others for whom it is acting hereunder, hereby represents, warrants, covenants and certifies to and with the Corporation and its counsel (and acknowledges that the Corporation and its counsel are relying thereon) that the undersigned (or any beneficial purchaser on whose behalf it is acting) is not in the United States or Canada and is not a "U.S. Person" (as defined in Regulation S promulgated under the U.S. Securities Act), is not purchasing the Securities for the account or benefit of a U.S. Person or a person in the United States (as defined in Regulation S) or a Canadian Person, was not offered the Securities in the United States, did not execute or deliver the Agreement in the United States, and is otherwise subject to, the securities laws of a jurisdiction other than Canada or the United States, and:

- (a) the Purchaser is, and (if applicable) any other purchaser for whom it is acting hereunder, is:
- i. a purchaser that is recognized by the securities regulators in the jurisdiction in which it is, and (if applicable) any other purchaser for whom it is acting hereunder is resident or otherwise subject to the securities laws of such jurisdiction as an exempt purchaser and is purchasing the Securities as principal for its, or (if applicable) each such other purchaser's, own account, and not for the benefit of any other person, corporation, firm or other organization has a beneficial interest in the said securities being purchased, or purchasing the securities as agent or trustee for the principal disclosed on the cover page of this Agreement and each disclosed principal for whom the Purchaser is acting is purchasing as principal for its own account, and not a view to resale or distribution; or
 - ii. a purchaser which is purchasing the Securities pursuant to an exemption from any prospectus or securities registration requirements available to the Corporation, the Purchaser and any such other purchaser under applicable securities laws of their jurisdiction of residence or to which the Purchaser and any such other purchaser are otherwise subject to, and the Purchaser and any such other purchaser will deliver to the Corporation such particulars of the exemption and their qualification thereunder as the Corporation may reasonably request;
- (b) the purchase of the Securities by the Purchaser, and (if applicable) each such other purchaser, does not contravene any of the applicable securities laws in such jurisdiction and does not trigger: (i) any obligation of the Corporation to prepare and file a prospectus, an offering memorandum or similar document; or (ii) any obligations of the Corporation to make any filings with or seek any approvals of any kind from any regulatory body in such jurisdiction or any other ongoing reporting requirements with respect to such purchase or otherwise; or (iii) any registration or other obligation on the part of the Corporation;
- (c) the Purchaser is knowledgeable of, and has been independently advised as to, the securities laws of such jurisdiction as applicable to this Agreement; and
- (d) the Purchaser, and (if applicable) any other purchaser for whom it is acting hereunder will not sell or otherwise dispose of any Securities, except in accordance with all applicable securities laws, and if the Purchaser, or (if applicable) such beneficial purchaser sell or otherwise dispose of any Securities to a person, the Purchaser, and (if applicable) such beneficial purchaser, will obtain from such purchaser representations, warranties and covenants in the same form as provided in this Agreement and will comply with such other requirements as the Corporation may reasonably require.

Capitalized terms not specifically defined in this Certificate of Foreign Investor have the meaning ascribed to them in the Agreement to which this Certificate of Foreign Investor is attached.

EXECUTED by the Subscriber at _____, this _____ day of _____, 2023.

If a corporation, partnership or other entity:

Signature of Authorized Signatory

Name and Position of Signatory

Name of Purchasing Entity

Jurisdiction of Residence

If an Individual:

Signature

Print Name

Jurisdiction of Residence