92712 Newfoundland & Labrador Inc., a corporation governed by the laws of the Province of Newfoundland and Labrador;
the "Purchaser"

and

Edward Collins Contracting Ltd. and
H & E Designs Ltd.;
collectively, the "Vendors"

ASSET PURCHASE AGREEMENT

May 17, 2023

TABLE OF CONTENTS

ARTICLE 1
INTERPRETATION

ARTICLE 2
PURCHASE AND SALE

ARTICLE 3
PURCHASE PRICE

ARTICLE 4
TAX MATTERS

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

ARTICLE 6
PRE-CLOSING COVENANTS OF THE PARTIES

ARTICLE 7
SALES PROCESS

ARTICLE 8
CONDITIONS OF CLOSING

ARTICLE 9
CLOSING

ARTICLE 10
TERMINATION

ARTICLE 11
MISCELLANEOUS

SCHEDULES

ASSET PURCHASE AGREEMENT

RECITALS:

(1) Edward Collins Contracting Ltd., Classic Security Limited, FGC Holdings Ltd. and H & E Designs Ltd. (collectively, "**ECC**") together operate as an integrated entity in the heavy civil construction industry (the "**Business**") across Newfoundland and Labrador;

(2) ECC commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**") and an amended and restated initial order was granted by the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency (the "**Court**") on October 17, 2022 (as amended and restated or otherwise modified from time to time, the "**ARIO**") pursuant to which Grant Thornton Limited was named monitor (in such capacity, the "**Monitor**");

(3) 92712 Newfoundland & Labrador Inc (the "**Purchaser**") as a "**Stalking Horse Bidder**", wishes to purchase, and the Vendors have agreed to sell, the Purchased Assets (as defined below) pursuant to and in accordance with the terms of a Stalking Horse Sale Process (the "**Sale Process**") and subject to and in accordance with the conditions of this Agreement; and

(4) The transactions contemplated by this Agreement are subject to the approval of the Court and will be consummated only pursuant to the Approval and Vesting Order to be entered in the CCAA Proceedings.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the capitalized terms listed below shall have the corresponding meanings.

"**Affiliate**" of a Person means any other Person that directly or indirectly controls, is controlled by or is under common control with such Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" means this Asset Purchase Agreement and all attached Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement.

"**Ancillary Agreements**" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement.

"**Approval and Vesting Order**" means an approval and vesting order of the Court in form and in substance satisfactory to the Vendors and the Purchaser, each acting reasonably, approving this Agreement and vesting in and to the Purchaser the Purchased Assets, free and clear of and from any and all Encumbrances to the extent and as provided for in such approval and vesting order.

"**Assigned Debt**" means the full-face amount of the security held by Newport Capital Corp. and Placentia Mall Ltd. over the assets of the Vendors, which was assigned to the Purchaser on May 17, 2023, in a combined amount of $340,000.00 plus accrued interest.

"**Assignment Order**" means an order or orders of the Court, in form and substance satisfactory to the Purchaser, acting reasonably, authorizing and approving the assignment of one or more Consent Required Contracts for which the consent, approval or waiver of the party or parties thereto (other than the Vendors) are required to assign such Consent Required Contracts has not been obtained by Closing.

"**Assumed Contracts**" means all of the Contracts of the Vendors used in the Business other than the Excluded Contracts.

"**Assumed Liabilities**" has the meaning given to such term in Section 3.1.

"**Books and Records**" means all information in any form relating to the Purchased Assets, including books of account, financial, operations, sales books, tax, business, marketing, personnel and research information and records, technical information, drill logs, equipment logs, technical reports, operating guides and manuals and all other documents, files, correspondence and other information, including all data, information and databases stored on computer-related or other electronic media, but excluding the minute books and corporate records of the Vendors.

"**Business**" has the meaning specified in the preamble to this Agreement.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major Canadian chartered banks are closed for business in the Province of Newfoundland and Labrador or the federal laws of Canada applicable in the Province of Newfoundland and Labrador.

"**CCAA**" has the meaning given to such term in the preamble to this Agreement.

"**CCAA Proceedings**" has the meaning given to such term in the preamble to this Agreement.

"**Claims Process**" means the claims process for the CCAA proceedings of Edward Collins Contracting Ltd. et. al. by way of order of the Honourable Supreme Court dated 14 March 2023 in matter 2022 01G 1964.

"**Closing**" means the completion of the transaction of purchase and sale contemplated in this Agreement.

"**Closing Date**" means the date on which the Closing occurs, which date shall be no later than five (5) days from the issuance of the Approval and Vesting Order or such other date as mutually agreed between the Parties and the Monitor.

"**Closing Deposit**" has the meaning specified in Section Section 3.2.

"**Consent Required Contract**" means any Assumed Contract or License which is not assignable in whole or in part without the consent, approval or waiver of the party or parties thereto (other than the Vendors).

"**Contract**" means all contracts, letters of intent, licenses, leases, agreements, obligations, promises, undertakings, arrangements, documents, commitments, bonding contracts (including without limitation the contract for services with Western Waste Management and the associated bonding contract with Guarantee Company of North America) entitlements or engagements to which the Vendors are a party or by which the Vendors are bound relating to the Purchased Assets and/or the Business, all as may be amended and/or restated, and including any and all related quotations, orders, proposals or tenders which remain open for acceptance, warranties and guarantees and documents ancillary thereto.

"**CRA**" means the Canada Revenue Agency.

"**Cure Costs**" means, in respect of any Consent Required Contract for which an Assignment Order is required, all amounts owing as at the Closing Date by the Vendors pursuant to such Consent Required Contract and all amounts required to be paid to cure any monetary defaults thereunder, if any, required to effect an assignment thereof from the Vendors to the Purchaser, together with any fee or other monetary concession approved by the Purchaser and granted in connection with obtaining any Assignment Order for such Consent Required Contract, including all administrative fees and counsel fees of the counterparties required to be paid to obtain such Assignment Order.

"**Deposit**" has the meaning specified in Section Section 3.2.

"**Employees**" means any and all (i) employees who are actively at work (including full-time, part-time or temporary employees) of the Vendors; and (ii) employees of the Vendors who are on leaves of absence (including maternity leave, parental leave, disability leave, sickness leave, workers' compensation and other statutory leaves) as at the Closing Date;

"**Encumbrance**" means any mortgage, charge, pledge, hypothec, security interest, deemed trust (statutory or otherwise), assignment, lien (statutory or otherwise), leases, rights of way, title defects, options, claim, adverse claims, encumbrances, easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which, in substance, secures payment or performance of an obligation.

"**Excluded Assets**" has the meaning specified in Section 2.2.

"**Excluded Contracts**" means all of the Contracts listed in Schedule 1.1(a).

"**Excluded Liabilities**" means, other than the Assumed Liabilities, any and all liabilities and obligations of the Vendors including, without limitation, any liabilities or claims with respect to or arising in connection with, the Excluded Contracts, and the Non-Transferred Employee Liabilities;

"**Expense Reimbursement**" has the meaning specified in Section 7.2(a).

"**First Deposit**" has the meaning specified in Section Section 3.2.

"**Governmental Authorities**" means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**Intellectual Property**" means all intellectual property of the Vendors used by or currently being developed for use in the Business, and all rights of the Vendors therein, including without limitation:

(a) all patents, patent applications and other patent rights, including provisional and continuation patents;

(b) all registered and unregistered trade-marks, service marks, logos, slogans, corporate names, business names and other indicia of origin, and all applications and registrations therefor;

(c) registered and unregistered copyrights and mask works, including all copyright in and to computer software programs and applications and registrations of such copyright;

(d) internet domain names, applications and reservations for internet domain names, uniform resource locators and the corresponding internet sites;

(e) industrial designs; and

(f) trade secrets and proprietary information not otherwise listed in (a) through (e) above, including, without limitation, all inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), confidential information, technical data, customer lists, corporate and business names, trade names, trade dress, brand names, know-how, mask works, circuit topography, formulae, methods (whether or not patentable), designs, processes, procedures, technology, business methods, source codes, object codes, computer software programs (in either source code or object code form), databases, data collections and other proprietary information or material of any type, and all derivatives, improvements and refinements thereof, howsoever recorded or unrecorded.

"**Laws**" means any principle of common law and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any governmental entity and (iii) to the extent that they have the force of law, standards, policies, guidelines, notices and protocols of any governmental entity.

"**Monitor's Certificate**" has the meaning specified in Section 9.3.

"**Non-Transferred Employee Liabilities**" means all liabilities relating to the Non-Transferred Employees, including Wages, vacation pay, termination costs, notice or pay in lieu of notice, severance, wrongful and constructive dismissal damages, human rights claims, all liabilities pursuant to any employee plan and any other damages arising from the loss of employment by any Non-Transferred Employee.

"**Non-Transferred Employees**" means all Employees who are not Transferred Employees.

"**Notice**" has the meaning specified in Section 11.1.

"**Offerees**" has the meaning given in Section 6.4(a).

"**Parties**" means the Vendors and the Purchaser and any other Person who may become a party to this Agreement.

"**Person**" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity and pronouns have a similarly extended meaning.

"**Purchase Price**" has the meaning specified in Section 3.1, subject to any change pursuant to Section 3.1.

"**Purchased Assets**" has the meaning specified in Section 2.1.

"**Purchaser**" has the meaning specified in the preamble to this Agreement.

"**RBC**" means the Royal Bank of Canada.

"**Sale Process**" has the meaning specified in the preamble to this Agreement.

"**Sale Process Approval Order**" means the Court order approving the Sale Process.

"**Stalking Horse Bidder**" has the meaning specified in the preamble to this Agreement.

"**Successful Bid**" has the meaning specified in the Sale Process.

"**Successful Bidder**" has the meaning specified in the Sale Process.

"**Tax Act**" means the *Income Tax Act* (Canada), as amended and any relevant legislation of a province imposing tax similar to the *Income Tax Act* (Canada).

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and other documents filed or required to be filed in respect of Taxes.

"**Taxes**" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies, rates, withholdings, dues, contributions and other charges, collections or assessments of any kind whatsoever; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed on or in respect of amounts of the type described in clause (i) above or this clause (ii); and (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Transferred Employees**" means Offerees who accept an offer of employment made by the Purchaser and attend work on their next regularly scheduled work day following the Closing Date;

"**Vendors**" means Edward Collins Contracting Ltd. and H & E Designs Ltd.

"**Wages**" has the meaning given in Section 6.4(d).

Section 1.2 References and Usage.

Unless expressly stated otherwise, in this Agreement:

(a) reference to a gender includes all genders;

(b) the singular includes the plural and vice versa;

(c) "or" is used in the inclusive sense of "and/or";

(d) "any" means "any and all";

(e) the words "including", "includes" and "include" mean "including (or includes or include) without limitation";

(f) the phrase "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of";

(g) $ or dollars refers to the Canadian currency unless otherwise specifically indicated;

(h) a statute includes all rules and regulations made under it, if and as amended, re-enacted or replaced from time to time;

(i) a Person includes its predecessors, successors and permitted assigns;

(j) the term "notice" refers to oral or written notices except as otherwise specified;

(k) the term "Agreement" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and all schedules to it, except as otherwise provided in this Agreement; and

(l) whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be required to be made or such action will be required to be taken on or not later than the next succeeding Business Day and in the computation of periods of time, unless otherwise stated, the word "from" means "from and excluding" and the words "to" and "until" each mean "to and including".

Section 1.3 Headings, etc.

The use of headings (e.g. Article, Section, etc.) in this Agreement is reference only and is not to affect the interpretation of this Agreement. References in the Agreement to Article, Section etc., unless otherwise specified, shall mean the applicable Article, Section, etc. of this Agreement.

Section 1.4 Schedules.

The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

Schedule 1.1(a)	Excluded Contracts
Schedule 1.1(b)	Excluded Liabilities
Schedule 1.1(c)	Sale Process
Schedule 2.2(d)	Excluded Assets
Schedule 3.3	Purchase Price Allocation

ARTICLE 2
PURCHASE AND SALE

Section 2.1 Purchased Assets.

Subject to the terms and conditions of this Agreement, the Vendors agree to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendors on the Closing Date, on an "as is, where is" basis, all of the Vendors' right, title and interest in the Vendors' property, assets and undertakings of every kind and description and wheresoever situate, of the Business, other than the Excluded Assets (collectively, the "**Purchased Assets**"), free and clear of all Encumbrances, and the Purchased Assets shall include:

(a) **Equipment and Supplies.** All machinery, equipment, furnishings, furniture, parts, dies, molds, tooling, tools, computer hardware, supplies, accessories and other tangible personal and moveable property (other than inventory) owned by the Vendors;

(b) **Contracts.** All Assumed Contracts and all rights, title, interests and obligations thereunder;

(c) **Vehicles**. All motor vehicles, including all trucks, vans, cars and forklifts registered in the name of the Vendors and used for the Business;

(d) **Computer Software.** All software and documentation used in the Business, including, all electronic data processing systems, program specifications, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals;

(e) **Cash and Accounts Receivable.** All cash in bank accounts of the Vendors and all accounts receivable (including unbilled revenue from work in progress), bills receivable, bid deposits, accounts receivable, proceeds of the Claims Process, set-offs (contractual, legal and equitable), contractual hold-backs, trade accounts, trade debts and book debts due or accruing due in connection with the Business, including any refunds and rebates receivable relating to the Business or the Purchased Assets and the full benefit of all security (including cash deposits), guarantees and other collateral held by the Vendors relating to the Business, and amounts receivable (or which may become receivable) by the Vendors under agreements whereby the Vendors have disposed of a business, facility or other assets, or under royalty (or other) agreements or documents related thereto and all bank accounts;

(f) **Proceeds from Litigation Claims.** All proceeds and amounts received in connection with or obtained from any litigation between the Vendors and any other Person;

(g) **Prepaid Expenses**. All prepaid expenses of the Business;

(h) **Real Property**. The real or immoveable property owned by the Vendors including but not limited to those properties listed on Schedule 2.1(h), including and all plants, buildings, structures, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) thereon or forming part thereof (the "**Real Property**");

(i) **Intellectual Property**. All right, title and interest of the Vendors in and to the Intellectual Property owned by or licensed to the Vendors for use in connection with the Business or the Purchased Assets, including domain names;

(j) **Books and Records**. The Books and Records of the Vendors related to the Business, the Purchased Assets, the Assumed Liabilities, or the Assumed Liabilities;

(k) **Claims**. All claims of the Vendors relating to the Business or the Purchased Assets whether choate or inchoate, choses in action, known or unknown, contingent or otherwise;

(l) **Tax Refunds**. The benefit of any refundable Taxes payable or paid by the Vendors net of any amounts withheld by any taxing authority, and any claim or right of the Vendors to any refund, rebate, claims for tax losses (if applicable), or credit of Taxes including but not limited to any investment tax credits payable in connection with the Purchaser's acquisition of the Vendors' asphalt plant;

(m) **Goodwill**. The goodwill of the Business, including the exclusive right of the Purchaser to represent itself as carrying on the Business in continuation of and in succession to the Vendors;

(n) **Licenses**. All license agreements relating to the Business, to the extent the foregoing are transferable (the "**Licenses**");

(o) **Insurance**. The interest of the Vendors in all contracts of insurance, insurance policies and insurance plans which are assets of or maintained in connection the Purchased Assets, (b) any insurance proceeds net of any deductibles recovered by the Vendors under all other contracts of insurance, insurance policies (excluding D&O policies) and insurance plans between the date of this Agreement and the Closing Date, and (c) the full benefit of the Vendors' rights to insurance claims relating to the Business and amounts recoverable in respect thereof net of any deductible to the extent any of the foregoing are transferable;

(p) **Warranty Rights**. All warranty rights against manufacturers or suppliers relating to any of the Purchased Assets, to the extent the foregoing are transferable; and

(q) **Other Property**. All other property, assets and undertakings of the Vendors of whatever nature or kind used in connection with the Business and/or the Purchased Assets.

Section 2.2 Excluded Assets.

The Purchased Assets shall not include any of the following assets (collectively, the "**Excluded Assets**"):

(a) the Excluded Contracts; and

(b) the Excluded Assets listed on Schedule 2.2(d).

Section 2.3 Assumed Liabilities.

Subject to this transaction Closing, from and after the Closing Date the Purchaser agrees to discharge, perform and fulfil the obligations and liabilities of the Vendors with respect to the Purchased Assets (the "**Assumed Liabilities**")

Section 2.4 Excluded Liabilities.

The Purchaser shall not assume and shall have no obligation to discharge, perform or fulfil any of the Excluded Liabilities.

Section 2.5 Assignment and Assumption of Consent Required Contracts.

(a) Notwithstanding anything in this Agreement, the Purchaser shall not assume and has no obligation to discharge any liability or obligation under or in respect of any Consent Required Contract unless: (a) the consent, approval or waiver of the party or parties to such Consent Required Contract (other than the

Vendors) required to assign such Consent Required Contract has been obtained on terms satisfactory to the Purchaser, acting reasonably and the value of such Consent Required Contract has enured to the Purchaser; or (b) such Consent Required Contract is subject to an Assignment Order.

(b) The Vendors and the Purchaser shall use reasonable commercial efforts to obtain the consent, approval or waiver of the party or parties to each Consent Required Contract (other than the Vendors) to the assignment of such Consent Required Contract prior to the filing of the motion materials for the Approval and Vesting Order. For greater certainty, neither the Vendors nor the Purchaser are under any obligation to pay any money, incur any obligations, commence any legal proceedings (other than as set forth below with respect to Assignment Orders), or offer or grant any accommodation (financial or otherwise) to any third party in order to obtain any such consent, approval or waiver.

(c) In the event that the consent, approval or waiver required to assign any Consent Required Contract is not obtained before the date the motion materials are filed for the Approval and Vesting Order, the Vendors shall, at the request of the Purchaser and prior to Closing, seek the Assignment Order for such Consent Required Contract in form and substance satisfactory to the Vendors and the Purchaser, each acting reasonably.

(d) Subject to Closing, in the event that the consent to assign any Consent Required Contract is not obtained and the Vendors are required to obtain the Assignment Order for one or all of the Consent Required Contracts, the Purchaser shall pay the applicable Cure Costs related to such Consent Required Contracts on Closing.

ARTICLE 3
PURCHASE PRICE

Section 3.1 Purchase Price.

The purchase price payable by the Purchaser to the Vendors for the Purchased Assets (the "**Purchase Price**") shall be the aggregate of the following:

(a) the payment in cash, of the amount of $6,900,000.00.

(b) the amount of the Assigned Debt as a credit bid;

(c) the amount of any Cure Costs; and

(d) the assumption of the Assumed Liabilities.

Section 3.2 Deposit

Subject to the terms herein, the Parties agree that the Purchaser shall pay to the Monitor:

(a) on the execution and delivery of this Agreement, a non-refundable deposit of $200,000 Canadian Dollars (the "**First Deposit**")

(b) upon commencement of Phase 2 of the Sales Process (as defined therein), a non-refundable deposit of $490,000 Canadian Dollars (the "**Closing Deposit**").

The First Deposit and the Closing Deposit are collectively referred to as the "**Deposit**". The Deposit shall be held by the Monitor in a non-interest-bearing account in accordance with the provisions of this Agreement pending completion or termination of this Agreement. The Purchaser agrees that Deposit shall be non-refundable and may only be returned to the Purchaser if this Agreement is terminated pursuant to Article 10 hereof.

Section 3.3 Payment of the Purchase Price.

The Purchaser shall pay and satisfy the Purchase Price at Closing by:

(a) the payment in cash of $6,210,000 , net of the Deposit;

(b) the tender and cancellation of the Assigned Debt by way of credit bid;

(c) the payment of Cure Costs to the applicable counter-party in respect to a Consent Required Contract that is an Assumed Contract; and

(d) by the assumption of the Assumed Liabilities.

Section 3.4 Adjustment of the Purchase Price

In the event that the Vendors dispose of any equipment or other assets prior to the Closing Date, the Purchase Price shall be reduced on a dollar-for-dollar basis by the amount of the proceeds of such sale, provided that the proceeds of the sale are applied to either the indebtedness owed by the Vendors to RBC or the CRA. For greater certainty, any sale of assets contemplated herein must be made in accordance with the ARIO.

Section 3.5 Purchase Price Allocation.

The Purchase Price shall be allocated among the Purchased Assets in the manner and form set out in Schedule 3.5. Such allocation shall be binding and the Purchaser and Vendors shall report the purchase and sale of the Purchased Assets and file all filings which are necessary or desirable under the Tax Act to give effect to such allocations and shall not take any position or action inconsistent with such allocation.

Section 3.6 No Effect on Other Rights.

The determination of the Purchase Price in accordance with the provisions of this Article will not limit or affect any other rights or causes of action either the Purchaser or the Vendors may have with respect to the representations, warranties or covenants in its favour contained in this Agreement.

ARTICLE 4
TAX MATTERS

Section 4.1 Transfer Taxes.

The Purchaser shall be liable for and shall pay all sales Taxes and all other similar Taxes properly payable upon and in connection with the sale, assignment and transfer of the Purchased Assets from the Vendors to the Purchaser, other than any taxes payable on the Vendors' net income, profits or gains.

Section 4.2 Tax Elections.

The Parties shall use their commercially reasonable efforts in good faith to minimize (or eliminate) any taxes payable under the *Excise Tax Act* (Canada) in respect of the Closing by, among other things, making such elections and taking such steps as may be provided for under that Act, including, for greater certainty, making a joint election in a timely manner under Section 167 of that Act or Section 22 of the Tax Act as may reasonably be requested by the Purchaser in connection with the Closing.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of the Vendors.

The Vendors represent and warrant as follows to the Purchaser and acknowledges and agrees that the Purchaser is relying upon the representations and warranties in connection with its purchase of the Purchased Assets and its assumption of the Assumed Liabilities.

(a) **Incorporation and Qualification**. Each of the Vendors is a corporation incorporated and existing under the laws of jurisdiction of its formation. Each of the Vendors have the corporate power and authority to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party.

(b) **Corporate Authorization**. Subject to the issuance of the Approval and Vesting Order, the execution and delivery of and performance by the Vendors of this Agreement and each of the Ancillary Agreements to which they are a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary and corporate action on the part of each of them.

(c) **Execution and Binding Obligation**. Subject to the issuance of the Approval and Vesting Order, this Agreement and each of the Ancillary Agreements to which the Vendors are a party have been duly executed and delivered by the Vendors and constitute legal, valid and binding agreements of it, enforceable against them in accordance with their respective terms.

(d) **Residence of the Vendors.** None of the Vendors are a non-resident of Canada within the meaning of the *Tax Act*. None of the Vendors are a non-Canadian within the meaning of the *Investment Canada Act*.

(e) **HST Registrant**. The Vendors are registrants for the purposes of the tax imposed under Part IX of the *Excise Tax Act* (Canada) and their registration numbers are 10158 2641 RT0001 and 816702161 RT0001.

Section 5.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendors and acknowledges and agrees that each Vendor is relying on such representations and warranties in connection with its sale of the Purchased Assets:

(a) **Incorporation and Corporate Power**. The Purchaser is an entity that is duly formed and validly existing under the laws of the jurisdiction of its formation, has full power and capacity to own the Purchased Assets and to carry on the Business as now conducted has the power and authority to enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party.

(b) **Corporate Authorization**. The execution and delivery of and performance by the Purchaser of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary action on the part of the Purchaser.

(c) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which the Purchaser is a party have been duly executed and delivered by the Purchaser and constitute legal, valid and binding agreements of the Purchaser, enforceable against it in accordance with their respective terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(d) **HST Registrant**. The Purchaser will be as at Closing, a registrant for the purposes of the tax imposed under Part IX of the *Excise Tax Act* (Canada) and its registration number is 75208 8419 RT0001.

Section 5.3 No Other Representations or Warranties.

The representations and warranties given by the Vendors in Section 5.1 are the only representations and warranties of the Vendors in connection with this Agreement and the transactions contemplated by them. Except for the representations and warranties given by the Vendors in Section 5.1, the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis and does not rely upon any statements, representations, promises, warranties, conditions or guarantees whatsoever by the Vendors or the Monitor, whether express or implied (by operation of law or otherwise), oral or written, legal, equitable, conventional, collateral or otherwise, regarding any of the assets to be acquired or any of the liabilities to be assumed or the completeness of any information provided in connection therewith. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets, the Business, the Assumed Liabilities or the Assumed Liabilities.

Section 5.4 As is, Where is.

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS AND THE BUSINESS ARE PURCHASED AND THE ASSUMED LIABILITIES ARE ASSUMED BY THE PURCHASER "**AS IS, WHERE IS**" AS THEY SHALL EXIST AT THE CLOSING DATE WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS, THE BUSINESS, AND THE ASSUMED LIABILITIES, AND WITHOUT ANY RECOURSE TO ANY OF THE VENDORS, THE MONITOR OR ANY OF THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR ADVISORS, OTHER THAN FOR KNOWING AND INTENTIONAL FRAUD. THE PURCHASER AGREES TO ACCEPT THE PURCHASED ASSETS, THE BUSINESS, THE ASSUMED LIABILITIES AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THE PURCHASER'S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO ANY OF THE VENDORS OR THE MONITOR, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, the Purchaser acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Vendors or Monitor in this Agreement or in any instrument furnished in connection with this Agreement, as to description, fitness for purpose, sufficiency to carry on any business, operate, merchantability, quantity, condition, ownership, quality, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are hereby expressly excluded.

ARTICLE 6
PRE-CLOSING COVENANTS OF THE PARTIES

Section 6.1 Access by Purchaser.

Subject to applicable Law, from the date that this Agreement is selected, or deemed to be selected as, the Successful Bid in accordance with the Sale Process until the Closing, the Vendors shall (i) upon reasonable notice, permit the Purchaser and its partners and Affiliates, its and their respective employees, agents, counsel, accountants or other representatives, lenders, potential lenders and potential investors to have reasonable access during normal business hours to (a) the premises of the Vendors, (b) the Purchased Assets, including all Books and Records and all minute books and corporate records of the Vendors using commercially reasonable efforts and (c) the Assumed Contracts; and (d) furnish to the Purchaser or its partners, employees, agents, counsel, accountants or other representatives, lenders, potential lenders and potential investors such financial and operating data and other information with respect to the Purchased Assets and the Vendors (to the extent such data or information is in the Vendors' possession or, using commercially reasonable efforts, can be obtained by the Vendors or the Monitor) as the Purchaser from time to time reasonably requests.

Section 6.2 Access by Monitor.

From the Closing Date, the Purchaser shall, upon reasonable notice, permit representatives of the Monitor to have reasonable access during normal business hours to the Books and Records for the purpose of completing its mandate as the Monitor from time to time reasonably requests.

Section 6.3 Title and Risk.

The Purchased Assets shall remain at the risk of the Vendors until Closing and at the risk of the Purchaser from and after Closing. The Vendors covenant to the Purchaser that, during the period from and including the date hereof through and including the Closing Date or the earlier termination of this Agreement, the Vendors shall use commercially reasonable efforts to conduct the Business in substantially the same manner as conducted as of the date hereof.

Section 6.4 Employees.

(a) The Purchaser shall prior to the Closing Date, offer employment conditional on Closing and effective as of the Closing Date to the all of the Employees whom the Purchaser wishes, in its sole discretion (subject to the requirements of applicable Law, if any), to employ after the Closing (collectively, the "**Offerees**") on such employment terms and conditions as the Purchaser considers appropriate or as may be required in accordance with applicable Law.

(b) At least two (2) Business Days prior to the Closing Date, the Purchaser shall provide the Vendors and the Monitor with a schedule setting forth a list of the names of all Offerees.

(c) The Vendors shall terminate the employment of all Employees no later than the Closing.

(d) Prior to the Closing Date, the Vendors shall process, or cause to be processed, the payroll for, and pay (or cause to be paid), all compensation, including the base wages, base salary, vacation pay and ordinary course sales commissions for all Employees (collectively, "**Wages**") as and when due for the period prior to Closing. The Vendors shall withhold and remit all applicable payroll taxes and deductions from Wages at source as required by Law.

(e) Following the Closing, the Purchaser shall process the payroll for, and pay (or cause to be paid), as and when due, (i) all unpaid Wages accrued but which did not become due prior to the Closing Date with respect to each Transferred Employee, and (ii) all Wages accrued on and after the Closing Date with respect to each Transferred Employee.

(f) As of the Closing Date, the Purchaser shall become the participating employers and sponsors under the benefit plan, if any. The Vendors shall take all appropriate and necessary action to transfer control of and liability and responsibility for the benefit plan, if any, to the Purchaser.

(g) All Non-Transferred Employee Liabilities shall be dealt with in the CCAA Proceedings or any subsequent bankruptcy of the Vendors in accordance with the entitlement and priority afforded to such claims under applicable Law. The Purchaser shall not assume or be liable for any Non-Transferred Employee Liabilities.

Section 6.5 Notices and Requests for Consents.

(a) Subject to the selection or deeming of this Agreement as the Successful Bid in accordance with the Sale Process, the Vendors shall use commercially reasonable efforts to obtain or cause to be obtained prior to Closing, at its expense, all consents, approvals and waivers that are required by the terms of the Consent Required Contracts, or an Assignment Order in order to complete the transactions contemplated by this Agreement.

(b) The Vendors and the Monitor shall provide notices (in form and substance acceptable to the Purchaser, acting reasonably) that are required by the terms of the Assumed Contracts in connection with the transaction contemplated pursuant to the Approval and Vesting Order and this Agreement.

Section 6.6 Transfer of the Purchased Assets.

The Vendors shall take all necessary steps and proceedings to permit title to the Purchased Assets to be duly and validly transferred and assigned to the Purchaser at the Closing pursuant to the Approval and Vesting Order and this Agreement, free from all Encumbrances.

Section 6.7 Actions to Satisfy Closing Conditions.

(a) The Vendors shall use commercially reasonable efforts to take or cause to be taken all such actions so as to ensure compliance with all of the conditions set forth in Section 8.1.

(b) The Purchaser shall use its commercially reasonable efforts to take or cause to be taken all such actions so as to ensure compliance with all of the conditions set forth in Section 8.2.

ARTICLE 7
SALES PROCESS

Section 7.1 Compliance with Sale Process.

The Parties each agree to comply with the Sale Process.

Section 7.2 Expense Reimbursement.

(a) In consideration for the Purchaser's expenditure in the preparation of this Agreement, and in performing due diligence with respect to the Vendors and the Purchased Assets, if this Agreement is terminated pursuant to Section 10.1(1) and Section 10.1(2)(a), then the Vendors shall reimburse the Purchaser for its expenses reasonably incurred in connection with this

Agreement up to a maximum amount of $30,000 (the "**Expense Reimbursement**").

(b) The Purchaser agrees that the Expense Reimbursement will be the sole and exclusive remedy of the Purchaser against the Vendors in the event that this Agreement is terminated pursuant to Section 10.1(1) or Section 10.1(2)(a).

Section 7.3 Transaction Fee

(a) If the Purchaser is not selected as the Successful Bidder pursuant to the Sale Process, the Purchaser shall be entitled to a transaction fee in connection with the transaction in this Agreement amount of 2% of the Purchase Price, being 2%, (the "**Transaction Fee**"). The Transaction Fee shall represent consideration as time and effort spent negotiating this Agreement and serving as the Stalking Horse Bidder. The Transaction Fee shall be payable by the Vendors to the Purchaser in immediately payable funds to an account designated by the Purchaser from the proceeds of the Successful Bid concurrently with the closing of such Successful Bid.

(b) If the Purchaser is not selected as, or deemed to be, the Successful Bidder, the Vendors shall request that the order of the Court approving the sale of the assets of the Vendors to the Successful Bidder to include a provision requiring that the Expense Reimbursement and the Transaction Fee be paid to the Purchaser in accordance with the Sale Process and that the payment of the Expense Reimbursement be approved as part of such sale and not be voidable as a matter of bankruptcy law or otherwise.

(c) The Vendors shall seek the approval of the Court to the transactions contemplated by this Agreement in accordance with the following:

(i) Promptly upon execution of this Agreement, the Vendors shall seek approval of the (i) Sale Process, (ii) filing of this Agreement as a "stalking horse bid", (iii) the Expense Reimbursement, and (iv) the Transaction Fee.

(ii) The Vendors and the Purchaser acknowledge that: (i) this Agreement is subject to Court approval, and (ii) Closing the transactions contemplated herein is subject to this Agreement being determined to be the "Successful Bid" in accordance with the Sale Process and to the issuance of the Approval and Vesting Order.

(iii) As soon as practicable if the Purchaser is selected as, or deemed to be, the Successful Bidder, the Vendors shall file motion materials seeking the issuance of the Approval and Vesting Order.

(iv) If the Purchaser is selected, or deemed to be selected as the Successful Bidder, as soon as practicable, the Purchaser shall advise the Vendors and the Monitor in writing of the Consent Required Contracts for which the Purchaser requires the Vendor to seek an Assignment Order.

(v) The Vendors and the Purchaser shall cooperate with filing and serving the motion for issuance and entry of the Approval and Vesting Order and any Assignment Orders required pursuant to Section 2.5(c).

(vi) The Vendors, in consultation with the Purchaser, shall determine all Persons required to receive notice of the motions for the Approval and Vesting Order and any Assignment Order under applicable Laws and the requirements of the CCAA, the Court and any other Person determined necessary by the Vendors or the Purchaser.

ARTICLE 8
CONDITIONS OF CLOSING

Section 8.1 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities are subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

(a) **Successful Bid.** The Purchaser shall have been selected as, or deemed to be, the Successful Bidder, following the completion of the Sale Process.

(b) **Truth of Representations and Warranties**. The representations and warranties of the Vendors contained in this Agreement were true and correct as of the date of this Agreement and are true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Vendors shall have executed and delivered a certificate of a senior officer to that effect. Upon the delivery of such certificate, the representations and warranties of the Vendors in Section 5.1 will be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.

(c) **Performance of Covenants**. The Vendors shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by it at or prior to the Closing, and the Vendors shall have executed and delivered a certificate of an authorized representative to that effect.

(d) **Consents for Consent Required Contracts**. All consents, approvals or waivers for each Consent Required Contract shall have been obtained on terms acceptable to the Purchaser, acting reasonably, or an Assignment Order will have been obtained in respect thereof. All such consents, approvals, waivers or Assignment Orders will be in force and will not have been modified, rescinded, appealed or stayed.

(e) **Legal Action**. There shall be no order issued by any Governmental Authority delaying, restricting or preventing consummation of the transactions contemplated herein.

(f) **Deliveries**. The Vendors shall have delivered or caused to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser acting reasonably:

(i) consents to the assignment of the Consent Required Contracts to the extent that an Assignment Order was not obtained;

(ii) the certificates referred to in Section 8.1(b) and Section 8.1(c);

(iii) the issued and entered Approval and Vesting Order, which Order will not have been modified, rescinded, appealed or stayed;

(iv) a copy of the Monitor's Certificate (such certificate shall be filed with the Court by the Monitor following Closing and a copy of such filed Monitor's Certificate shall be delivered to the Purchaser promptly thereafter);

(v) the originals of the Books and Records, excluding those Excluded Assets but including all Tax Returns pertaining to corporate income Taxes of the Vendors for the previous 5 years from the Closing Date, that are available to the Vendors using commercially reasonable efforts;

(vi) the Purchased Assets, which shall be delivered in situ, other than the cash held in the Vendors' bank accounts on the Closing Date, which shall be transferred to the Purchaser;

(vii) a full and final release from the **RBC** in form satisfactory to the Purchaser and the Vendors releasing the Vendors, Universal Environmental Services Inc. ("**UESI**"), Francis Collins, and Josh Collins from any and all obligations owed to RBC including but not limited to any obligations owed to RBC pursuant to RBC's credit facilities with the Vendors and UESI; and

(viii) an assignment and assumption agreement, bill of sale or such other conveyances, assignments, documents and instruments of transfer as may be reasonably required by the Purchaser to complete the transaction contemplated herein.

Section 8.2 Conditions for the Benefit of the Vendors.

The purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities are subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Vendors and may be waived, in whole or in part, by the Vendors in their sole discretion.

(a) **Truth of Representations and Warranties**. The representations and warranties of the Purchaser contained in this Agreement were true and correct as of the date of this Agreement and are true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. Upon delivery of such certificate, the representations and warranties of the Purchaser in Section 5.2 will be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.

(b) **Performance of Covenants**. The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement required to be fulfilled or complied with by it at or prior to Closing and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect.

(c) **Deliveries**. The Purchaser shall have delivered or caused to be delivered to the Vendors the following in form and substance satisfactory to the Vendors, acting reasonably:

(i) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by appropriate government official of the jurisdiction of its incorporation; and

(ii) the certificates referred to in Section 8.2(a) and Section 8.2(b).

(d) **Proceedings**. All proceedings to be taken in connection with the transactions contemplated in this Agreement and any Ancillary Agreement are reasonably satisfactory in form and substance to the Vendors, acting reasonably, and the Vendors shall have received copies of all the instruments and other evidence as it may reasonably request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith.

(e) **Legal Action**. There shall be no order by issued by any Governmental Authority delaying, restricting or preventing consummation of the transactions contemplated herein.

Section 8.3 Conditions for the Benefit of the Purchaser and the Vendors.

The purchase and sale of the Purchased Assets is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the benefit of the Vendors and the Purchaser and may be jointly waived, in whole or in part, by the Vendors and the Purchaser.

(a) **Approval and Vesting Order.** The Approval and Vesting Order shall have been obtained and shall not have been appealed, set aside, varied or stayed or, if appealed or stayed, all appeals shall have been dismissed and all stays shall have been lifted, respectively.

(b) **Monitor's Certificate.** The Monitor shall have delivered the Monitor's Certificate confirming the satisfaction of all conditions under this Agreement, payment of the Purchase Price and the vesting of the Purchased Assets pursuant to the Approval and Vesting Order.

ARTICLE 9
CLOSING

Section 9.1 Date, Time and Place of Closing.

Closing will take place on the Closing Date by exchanging signature pages of the Parties electronically or at the offices of counsel to the Vendors in, St. John, Newfoundland and Labrador, or at such other place, on such other date and at such other time as may be consented to by the Monitor and agreed upon in writing between the Vendors and the Purchaser.

Section 9.2 Closing Procedures.

Subject to satisfaction or waiver by the relevant Party of the conditions of closing, on the Closing Date, the Closing shall be deemed completed upon the delivery of the Monitor's Certificate.

Section 9.3 Monitor's Certificate.

The Parties hereby acknowledge and agree that the Monitor shall be entitled to file a certificate, substantially in the form attached to the Approval and Vesting Order (the "**Monitor's Certificate**"), with the Court upon receiving written confirmation from the Purchaser and the Vendors that all conditions of Closing have been satisfied or waived.

ARTICLE 10
TERMINATION

Section 10.1 Termination Rights.

(1) This Agreement will be terminated automatically, without any action by either Party, if:

(a) this Agreement is not selected as the Successful Bid pursuant to and in accordance with the terms of the Sale Process; or

(b) if the Approval and Vesting Order is not granted by September 30, 2023, or such later date as may be agreed to be the Parties.

(2) This Agreement may, by Notice in writing given on or prior to the Closing Date, be terminated on or prior to the Closing Date:

(a) by the Purchaser, if:

(i) there has been a material breach of this Agreement by the Vendors and where such breach is capable of being cured, such breach has not been waived by the Purchaser in writing or cured within 15 days following written Notice of such breach by the Purchaser; or

(ii) any of the conditions in Section 8.1 have not been satisfied and it becomes reasonably apparent that any of such conditions will never be satisfied (other than as result of the failure of the Purchaser to perform any of its material obligations) and the Purchaser has not waived such condition in writing at or prior to Closing;

(iii) if the CCAA Proceedings are terminated prior to the Closing Date;

(b) by the Vendors, if:

(i) there has been a material breach of this Agreement by Purchaser and where such breach is capable of being cured, such breach has not been waived by the Vendors in writing or cured within 15 days following written Notice of such breach by the Vendors; or

(ii) any of the conditions in Section 8.2 have not been satisfied and it becomes reasonably apparent that any of such conditions will never be satisfied (other than as result of the failure of the Vendors to perform any of their material obligations) and the Vendors have not waived such condition in writing at or prior to Closing.

Section 10.2 Effect of Termination.

The rights of termination under this Article 10 are, subject to Section 7.2(b), in addition to any other rights the respective Party may have under this Agreement or otherwise, and the exercise of a right of termination by a Party will not constitute an election of remedies. If this Agreement is terminated pursuant to Section 10.1, this Agreement will be of no further force or effect; provided, however, that Section 7.2(b) (*Expense Reimbursement*), Section 7.3 (*Transaction Fee*), this Section 10.2 (*Effect of Termination*), and Article 11 (*Miscellaneous*) and provisions that by their nature should survive, will survive the termination of this Agreement.

ARTICLE 11
MISCELLANEOUS

Section 11.1 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") must be in writing, sent by personal delivery, courier or email addressed:

(a) **to the Purchaser at:**

92712 Newfoundland & Labrador Inc.
c/o Wells PLC Inc.
P.O. Box 26111
10 Freshwater Rd.
St. John's
NL Canada
A1C 5T9

Attn: Alex Wells
Email: a.wells@wellslaw.ca

(b) **to the Vendors at:**

Edward Collins Contracting Ltd., *et al.*
c/o O'Keefe & Sullivan
Suite 202, 80 Elizabeth Ave.
St. John's,
NL, Canada,
A1A 1W7 NL
Attn: Josh Collins
Email: josh__4@hotmail.com

with a copy by email to:

O'KEEFE & SULLIVAN
80 Elizabeth Ave., 2nd Floor
St. John's, NL A1A 4Y3

Attn: Darren O'Keefe
Email: darren@okeefeandcompany.com

(c) to the Monitor at:

Grant Thornton LLP
Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, NS B3J 0E9
Attn: Phil Clarke
Email: Phil.Clarke@ca.gt.com

with a copy by email to:

Reconstruct LLP
200 Bay Street, Suite 2305, Box 120
Toronto, ON M5J 2J3

Attn: Caitlin Fell
Email: cfell@reconllp.com

A Notice is deemed to be given and received (i) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (ii) if sent email, on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party.

Section 11.2 Time of the Essence.

Time shall be of the essence in respect of the obligations of the Parties arising prior to Closing under this Agreement.

Section 11.3 Announcements.

No press release, public statement or announcement or other public disclosure with respect to this Agreement or the transactions contemplated in this Agreement may be made prior to Closing except with the prior written consent and joint approval of the Vendors and the Purchaser. Where such disclosure is required by Law, the Party required to make such disclosure will use its commercially reasonable efforts to obtain the approval of the other Party as to its form, nature and extent of the disclosure. After the Closing, any disclosure by the Vendors may be made only with the prior written consent and approval of the Purchaser unless such disclosure is required by Law, in which case the Vendors shall use their commercially reasonable efforts to obtain the approval of the Purchaser as to the form, nature and extent of the disclosure. Notwithstanding the foregoing, this Agreement may be disclosed publicly in court materials filed in connection any motion to Court by the Vendors to for the Sale Process Approval Order or for the Approval and Vesting Order.

Section 11.4 Third Party Beneficiaries.

Except as otherwise provided in this Agreement, (i) the Vendors and the Purchaser intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and (ii) no Person, other than the Parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person.

Section 11.5 Expenses.

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses (including the fees and expenses of legal counsel, accountants and other advisors) incurred in connection with this Agreement or any Ancillary Agreements and the transactions contemplated by them.

Section 11.6 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendors and the Purchaser.

Section 11.7 Waiver.

No waiver of any of the provisions of this Agreement or any Ancillary Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's acceptance of any certificate delivered on Closing or failure or delay in exercising any right under this Agreement will not operate as a waiver of that. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 11.8 Entire Agreement.

This Agreement together with the Ancillary Agreements, (i) constitutes the entire agreement between the Parties; (ii) supersedes all prior agreements or discussions of the Parties; and (iii) sets forth the complete and exclusive agreement between the Parties, in all cases, with respect to the subject matter herein.

Section 11.9 Successors and Assigns.

(1) Upon execution of this Agreement by the Parties, it will be binding upon and enure to the benefit of the Vendors, the Purchaser and their respective successors and permitted assigns.

(2) Except as provided in this Section 11.9, neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Party. Upon giving Notice to the Vendors at any time on or prior to the Closing Date, the Purchaser may assign this Agreement or any of its rights and/or obligations under this Agreement to any of its Affiliates, provided that such Affiliate and the Purchaser shall be jointly and severally liable with respect to all of the obligations of the Purchaser, including the representations, warranties, covenants, indemnities and agreements of the Purchaser.

Section 11.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 11.11 Governing Law.

(1) This Agreement is governed by and will be interpreted and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

(2) Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Court (and appellate courts therefrom) and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

Section 11.12 Counterparts.

This Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same instrument.

[*Signature pages follow*]

IN WITNESS WHEREOF the Parties have executed this Asset Purchase Agreement.

May 17th, 2023

EDWARD COLLINS CONTRACTING LTD.

Per: ______________________________
Authorized Signing Officer
FRANCIS COLLINS

H & E DESIGNS LTD.

Per: ______________________________
Authorized Signing Officer
FRANCIS COLLINS

Alexander T. Wells
NOTARY PUBLIC
Newfoundland & Labrador

92712 NEWFOUNDLAND & LABRADOR INC.

Per: ______________________________
Authorized Signing Officer
Peter J. Byrne

GRANT THORNTON LTD.

Per: ______________________________
Authorized Signing Officer

SCHEDULES

Schedule 1.1(a) – Excluded Contracts

(1) All contracts in default not otherwise specified herein;

(2) Contract 46-21 between Edward Collins Contracting Ltd. and the Government of Newfoundland and Labrador concerning road and bridge rehabilitation work in the central Newfoundland and Labrador, also referred to as Project No. 46-21 PHP and all related amendments, additions or revisions thereto

Schedule 1.1(c) – Sale and Investment Solicitation Process

See attached.

Schedule 2.1(h) – Real Property

The Real Property shall include:

1. 3 Lakeview Drive, Humber Valley Resort, NL
2. 30 Reids Lane, Deer Lake, NL
3. Lot 27 Charter Ave., Argentia, NL
4. 104 Charter Ave., Argentia, NL
5. Morrisey’s Place, Placentia, NL
6. Point Verde Quarry, Point Verde, NL

Schedule 2.2(d) – Excluded Assets

The Excluded Assets shall include:

(a) the rights of Vendors under this Agreement; and

(b) all rights under or arising out of insurance policies not relating to the Business or the Purchased Assets or non-assignable as a matter of law.

Schedule 3.5 – Purchase Price Allocation

Purchase Price Allocation to be provided on Closing.