

**SHARE PURCHASE AGREEMENT**

**DATED MAY 14, 2024**

**AMONG**

**PRIME DRINK GROUP CORP.**

**AND**

**9296-0186 QUÉBEC INC.**

**AND**

**THE PERSONS IDENTIFIED HEREIN**

**mcmillan**

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# AMENDED AND RESTATED SHARE PURCHASE AGREEMENT

**THIS AMENDED AND RESTATED SHARE PURCHASE AGREEMENT** is dated as of May 14, 2024

**AMONG:**

**PRIME DRINK GROUP CORP.**, a corporation existing under the laws of Canada and having its head office at 609 1188 Union Av., Montreal, Québec, H3B 0E5, Canada

(the “**Purchaser**”)

**AND:**

**9296-0186 QUÉBEC INC.**, a company existing under the laws of Québec and having a registered office at 901 rue des Forges Terrebonne Québec, J6Y0J9, Canada

(“**9296**”)

**AND:**

**TRISTAN BOURGEOIS-COUSINEAU** and **JOANNIE COUTURE**, as the ultimate beneficial owners of the Company (as defined herein)

(the “**Ultimate Beneficial Owners**”, and together with 9296, the “**Vendors**”)

**AND TO WHICH INTERVENES:**

**ANGELPART VENTURES INC.**, a company existing under the laws of Québec and having a registered office at 901 rue des Forges Terrebonne Québec, J6Y0J9, Canada

(“**Angelpart**”)

## RECITALS

A. The Purchaser and 9296 are parties to an LOI (as defined herein) by which the parties agreed to document the terms and conditions of the Transaction (as defined herein) in a definitive agreement;

B. The Purchaser, the Vendors and Angelpart entered into a share purchase agreement (the “**Initial Agreement**”) dated May 14, 2024 August 31, 2012 and March 19, 2013 amending certain provisions of the original Share Purchase Option Agreement dated June 6, 2012, the parties wish to enter into this Amended & Restated Share Purchase Option Agreement to incorporate all

amendments from such letter agreements, plus additional amendments agreed to by the parties, all into one agreement and to amend and restate such original agreements

C. On the date hereof, 9296 owns, in the aggregate, 100% of the issued and outstanding Triani Canada Shares (as defined herein) in the capital of the Company; and

D. On the Closing Date, 9296 and Angelpart will own, in the aggregate, 100% of the issued and outstanding Triani Canada Shares in the capital of the Company;

E. the Purchaser wishes to purchase, and each of 9296 and Angelpart wishes to sell, all of the Triani Canada Shares, on and subject to the terms and conditions of this Agreement.

FOR VALUE RECEIVED, the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **Section 1.1 Definitions**

In this Agreement:

- (1) **“9296”** has the meaning ascribed to it in the Parties clause.
- (2) **“9296 Nominees”** means, Jean-Denis Côté, Antoine Alonzo, and Samuel Cousineau-Bourgeois, or such other persons as determined by the Vendors, and as permitted by the requirements of the CSE and Applicable Law.
- (3) **“Adjustment Warrants”** means the non-transferable common share purchase warrants of the Purchaser entitling the holder thereof to acquire one Purchaser Share at an exercise price of \$0.625 for a period of one year from the Closing Date.
- (4) **“Affiliate”** of a Person means any other Person that directly or indirectly, through one or more intermediaries, 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.
- (5) **“Aggregate Claim Threshold”** has the meaning in Section 7.5(1).
- (6) **“Agreement”** means this Amended and Restated Share Purchase Agreement, as it may be amended from time to time, and all schedules to this agreement.
- (7) **“Angelpart Convertible Debenture”** means the convertible debenture issued by the Company to Angelpart Ventures inc. in the principal amount of \$2,000,000, bearing no interest and no maturity date, and automatically convertible into Company Shares prior to the Closing Date, such shares to be included in the Triani Canada Shares purchased by Purchaser hereunder.
- (8) **“Annual Financial Statements”** means the audited financial statements of the Company as at and for the fiscal years ended March 31<sup>st</sup>, 2024 and 2023, prepared in accordance with IFRS.

- (9) “**Applicable Law**” means, in respect of any Person, property, transaction, event or other matter, any present or future law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and having the force of law, and all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines and policies of any Governmental Authority having or purporting to have authority over the Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.
- (10) “**Bonus Consideration**” has the meaning in Section 2.2(2).
- (11) “**Bonus Consideration Shares**” means the Purchaser Shares issued pursuant to payment of the Bonus Consideration pursuant to Section 2.2(2).
- (12) “**Books and Records**” means the Financial Records and all other books, records, files and papers of a Party, including sales and advertising materials, sales and purchase correspondence, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, computer programs (including source code), software programs, manuals and data, the minute books of the Party, and all records, data and information stored electronically, digitally or on computer-related media.
- (13) “**Business**” means the business operated by the Company as at the date of this Agreement.
- (14) “**Business Day**” means a day on which banks are open for business in: Montreal, Québec, Canada; but does not include a Saturday, Sunday and any other day which is a legal holiday in any such place.
- (15) “**Bridge Convertible Debenture**” means the convertible debenture(s) issued by the Company to in the principal amount of up to \$3,000,000, bearing interest at a rate of 12.1% per annum, maturing 12 months from the date of issuance, and automatically convertible into Purchaser Shares post-Consolidation at a deemed price per Purchaser Share equal to \$0.50, or such price as authorised by the CSE upon Closing.
- (16) “**Business Intellectual Property**” means all Intellectual Property used or held for use by the Company in connection with the operation of its business as presently conducted, including all such Intellectual Property owned by the Company and all such Intellectual Property owned by another Person.
- (17) “**Claim Notice**” has the meaning in Section 7.4(1).
- (18) “**Closing**” means the completion of the Purchase on the Closing Date.
- (19) “**Closing Consideration Shares**” has the meaning in Section 2.2(1)(b).
- (20) “**Closing Date**” means such date as mutually agreed to by the Purchaser and the Vendors.
- (21) “**Closing Statements**” has the meaning in Section 2.3.
- (22) “**Closing Time**” means 11:59 a.m. (Montreal Time) on the Closing Date or such other time on the Closing Date as the Parties may agree upon in writing.

- (23) “**Company**” means Triani Canada Inc.
- (24) “**Company Benefit Plans**” has the meaning in Section 3.6(3).
- (25) “**Computer Databases**” means all electronic records, data and collections of the foregoing that can be accessed or read by a computer.
- (26) “**Computer Software**” means all types of computer software programs including operating systems, application programs, software tools, firmware and software imbedded in equipment, including both object code and source code versions thereof and all written or electronic materials that explain the structure or use of software or that were used in the development of software, including logic diagrams, flow charts, code notes, procedural diagrams, error reports, manuals and training materials.
- (27) “**Computer Systems**” means all computer hardware, servers, peripheral equipment, Computer Software and firmware, (including operating system, virtualization, runtime, middleware and applications software), Computer Databases, raw and processed data, technology infrastructure (including telecommunications equipment), hosted systems, software as a service, platform as a service, infrastructure as a service, and other computer systems and services that are used by or accessible to the Company to receive, store, process or transmit data to carry on the Business or to carry on its day to day operations and affairs.
- (28) “**Concurrent Financing**” means the non-brokered private placement of subscription receipts of the Purchaser for aggregate gross proceeds of not less than \$5,000,000 and not more than \$7,500,000, subject to discretion of the Purchaser, pursuant to the subscription agreements between the Purchaser and the subscribers thereto.
- (29) “**Consent**” means any consent, approval, ratification, permit, waiver, ruling, exemption or acknowledgement from any Person which is provided for or required in respect of or pursuant to the terms of any Contract in connection with the sale of the Triani Canada Shares to the Purchaser on the terms contemplated in this Agreement, to permit the Company to carry on the Business after the Closing Date, or which is otherwise necessary to permit the Parties to perform their obligations under this Agreement.
- (30) “**Consolidation**” means the consolidation of the Purchaser Shares on a 5:1 basis resulting in 1 Purchaser Share outstanding following the consolidation for every 5 Purchaser Shares outstanding immediately prior to the consolidation, to occur on the Closing Date but prior to the Closing Time.
- (31) “**Contaminant**” means any solid, liquid, gas, emission, odour, heat, sound, vibration, radiation, chemical, material, compound, substance, element, noise, dust, smoke, particulate or any derivative or combination of the foregoing that may impair or adversely affect the Environment, injure or damage property or plant or animal life or harm, impair or adversely affect the enjoyment of property or the health of any individual and includes any waste, narcotics, chemicals, asbestos containing material, petroleum compounds, polychlorinated biphenyls and any substance, compound or derivative defined, regulated, prescribed, limited or prohibited by a Governmental Authority or any Environmental Laws or which is otherwise characterized under or pursuant to any Environmental Laws as “hazardous”, “deleterious”, “dangerous”, “waste”, “toxic”, “pollutant”, “contaminant”, “radioactive”, “harmful” or words of similar meaning.



(32) “**Contracts**” means all written contracts, agreements, leases, licenses, arrangements, sale orders or other legally binding agreement, instrument, arrangement, promise, obligation, understanding, undertaking or commitment, whether express or implied, to which the Company is a party or by which the Company or any of its properties or assets or the Business is bound, or under which the Company has rights.

(33) “**Current Assets**” means all current assets of the Company as set out in the Annual Financial Statements.

(34) “**Current Liabilities**” means all current liabilities of the Company as set out in the Annual Financial Statements, excluding the Bridge Convertible Debenture, and the Angelpart Convertible Debenture which shall not be taken into account as part of the adjustment.

(35) “**CSE**” means the Canadian Securities Exchange.

(36) “**Damages**” means, whether or not involving a Third Party Claim, any and all loss, liability, cost, claim, interest, fine, penalty, assessment, damages available at law or in equity, expense, including the reasonable costs and expenses of any action, application, claim, complaint, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto (including the reasonable costs, fees and expenses of legal counsel on a full indemnity basis without reduction for tariff rates or similar reductions and all reasonable costs of investigation), or diminution in value, but excluding in all cases punitive or consequential damages.

(37) “**Direct Claim**” has the meaning in Section 7.4(1).

(38) “**EBITDA**” means the Earnings Before Interest, Taxes, Depreciation and Amortization of the Company, as determined in accordance with the IFRS applied in accordance with past accounting practices of the Company.

(39) “**Encumbrance**” means any charge, mortgage, lien, pledge, claim, restriction, security interest or other encumbrance, whether created or arising by Contract, statute or otherwise at law, attaching to property, interests or rights.

(40) “**Environment**” means the environment or natural environment including air, surface, water and groundwater (including seawater, freshwater, potable water, navigable water, shorelands and wetlands), soil, the land surface and subsurface strata or other environmental media, natural resources and as additionally defined in any Environmental Laws, and it includes organic and inorganic matter and living organisms and any sewer or drainage or discharge systems.

(41) “**Environmental Claim**” includes any claim, suit, litigation, action, application, cause of action, arbitration, demand, hearing, investigation, audit, Order, citation, complaint, summons, writ, proceeding, prosecution or other proceeding (whether in contract, tort or otherwise, whether at law or in equity and whether civil, criminal, administrative or investigative) by or before a Governmental Authority or by any third party against the Company or any prior owner or occupant of any of the Leased Premises or any real property now or previously owned or occupied by any of the Company’s predecessors in relation to or arising from any past or present environmental matter, including any non-compliance with or breach of Environmental Laws and any Release of any Contaminants in, on, at, under or from any of the Leased Premises or any property owned or occupied by the Company or its predecessors at any time.

(42) “**Environmental Laws**” means all Applicable Law relating to: (i) any Contaminants or any activity, incident, event or occurrence involving Contaminants, including the use, manufacture, possession, storage, holding, presence, existence, release, threatened release, generation, transportation, import, export, processing, treatment, abatement, removal, remediation, disposal, disposition or handling of any Contaminants, and any corrective action or response with respect to any of the foregoing; (ii) the protection and preservation of the Environment and of plant, animal, fish or human health; or (iii) otherwise imposing liability, obligations or standards of conduct concerning the protection and preservation of the Environment and of plant, animal, fish or human health, including with respect to mitigation, restoration, rehabilitation, investigation, remediation, prevention, monitoring, record-keeping, notification, disclosure and reporting and all Environmental Permits issued or required to be issued relating to clauses (i), (ii) and (iii).

(43) “**Environmental Permits**” means, with respect to any Person, facility, equipment, activity or property, any license, franchise, permit, accreditation, certification, Consent, approval, certificate, authorization, order, decree, registration, declaration of compliance waiver, exemption, qualification, agreement, filing directive, notice or other similar authorization issued by, submitted to, or otherwise granted by, any Governmental Authority under Environmental Laws.

(44) “**Escrow Release Conditions**” means: (a) the satisfaction or waiver of the conditions precedent contained in Article 6 on or before the date that is 120 days from the closing date of the Concurrent Financing; and (b) the delivery of an escrow release notice by the Purchaser to Computershare Trust Company of Canada, or such other subscription receipt agent, confirming that all such conditions have been met or waived.

(45) “**Exchange Approval**” means the approval by the CSE of the Transaction, including without limitation: (a) the Fundamental Change of the Purchaser; (b) the Listing Statement; and (c) the listing of the Purchaser Shares to be issued pursuant to the Transaction on the CSE.

(46) “**Excluded Liabilities**” means any and all liabilities to the extent relating to or arising from the matters disclosed in Schedule 3.7(11) of the Triani Disclosure Letter.

(47) “**Financial Records**” means all books of account and other financial data and information of the Company and includes all records, data and information stored electronically, digitally or on computer-related media, but does not include the Annual Financial Statements.

(48) “**Fundamental Change**” has the meaning ascribed thereto in Policy 8 of the CSE.

(49) “**Fundamental Representations**” means the representations and warranties contained in Section 3.1(1) (Authority of Purchase), Section 3.1(2) (Enforceability), Section 3.1(3) (No Other Purchase Agreements), Section 3.2(1) (Status and Capacity of the Company), Section 3.2(2) (Qualification of the Company), Section 3.2(3) (Capitalization), Section 3.2(3) (Options), Section 3.10(1) (Broker Fees), Section 4.1(1) (Status and Capacity of Purchaser), Section 4.1(2) (Authorization of Purchase), Section 4.1(3) (Enforceability), Section 4.1(9) (Capitalization) Section 4.1(10) (Purchaser Share Consideration), Section 4.1(13) (Solvency), Section 4.1(14) (Public and Regulatory Filings) and Section 4.1(16) (Broker Fees).

(50) “**Governmental Authority**” means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government department, body, ministry, agency, tribunal, commission, board, court, bureau or other authority exercising or

purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, and includes the CSE.

(51) “**Harmful Code**” means any mechanism, device or computer code designed or intended to have, or intended to be capable of performing, any of the following functions: (a) disrupting, disabling, harming, interfering or otherwise impeding in any manner the operation of, or providing unauthorized access to, computer hardware, a computer system or network or other device on which such mechanism, device or computer code is stored or installed; or (b) collecting, damaging or destroying any information, data or file, in each case, without the user’s consent.

(52) “**IFRS**” means the International Financial Reporting Standards.

(53) “**Indebtedness**” of a Person means, without duplication: (a) all debts and liabilities of that Person for borrowed money; (b) all capital leases of that Person; (c) all debts and liabilities of that Person representing the deferred acquisition cost of property and services; (d) all guarantees given by that Person.

(54) “**Indemnified Party**” means a Party that is entitled to or seeks indemnification pursuant to Section 7.4.

(55) “**Indemnifying Party**” means a Party that is required to indemnify an Indemnified Party, or against which indemnification is sought, pursuant to Section 7.4.

(56) “**Indemnity Cap**” has the meaning in Section 7.5(2).

(57) “**Independent Accountant**” has the meaning in Section 2.5(2).

(58) “**Intellectual Property**” means:

- (a) all patents, patent rights, patent applications, reissues, continuations, continuations-in-part, re-examinations, divisional applications and analogous rights to them, and inventions and discoveries owned or used by the Company in the Business;
- (b) all trademarks, trademark applications and registrations, signs, trade dress, service marks, logos, slogans, brand names and other identifiers of source owned or used by the Company in the Business;
- (c) all copyrights and copyright applications and registrations owned or used by the Company in the Business;
- (d) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned or used by the Company in the Business;
- (e) all trade names, trade name registrations, business names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses, social media accounts and social media handles and other communication addresses owned or used by the Company in the Business;

- (f) all software, including all documentation relating to the same and the latest revisions of all related object and source codes for them to the extent in the possession and control of the Company, owned or used by the Company in the Business;
  - (g) all rights and interests in and to processes, lab journals, notebooks, data, databases, confidential information, trade secrets, designs, know-how, technical information, product formulae and information, manufacturing, engineering and other technical drawings and manuals, technology, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information owned or used by the Company in the Business;
  - (h) all integrated circuit topographies, integrated circuit topography applications and registrations, mask works, mask work applications and registrations and analogous rights to them owned or used by the Company in the Business;
  - (i) all other intellectual property used by the Company in carrying on, or arising from the operation of, the Business, and foreign equivalents or counterpart rights, in any jurisdiction throughout the world;
  - (j) all licenses granted to the Company of the intellectual property described in paragraphs (a) to (i) above;
  - (k) subject to the rights of third-party licensors (including third-party licensors which are related Persons of the Ultimate Beneficial Owners) or licensees to such goodwill as determined in the licences described in paragraph (j) above, all goodwill associated with the intellectual property described in paragraphs (a) to (i) above; and
  - (l) subject to the enforceability rights of third-party licensors or licensees as determined in the licenses described in paragraph (j) above, all rights in the foregoing, including all rights to enforce rights and obtain remedies, including compensation for violation of any Intellectual Property against third parties.
- (59) “**Interim Period**” means the period from and including the date of this Agreement to and including the Closing Time.
- (60) “**IT Systems**” has the meaning specified in Section 3.9(1)(l).
- (61) “**Key Employees**” means those specific employees, contractors, or any other persons engaged by the Company having expertise that is critical to carrying on the Business of the Company, as identified in Schedule 3.6(2) of the Triani Disclosure Letter.
- (62) “**Leased Premises**” has the meaning ascribed to it in Section 3.4(3)(c).
- (63) “**Leases**” has the meaning ascribed to it in Section 3.4(3)(b).

(64) “**License**” means any license, permit, authorization, approval or other evidence of authority issued or granted to, conferred upon, or otherwise created for the Company by any Governmental Authority.

(65) “**License and Option Agreement**” means the agreement between the Company and 9296, or such other corporation identified by the Vendors, to be entered into as of Closing, whereby the Purchaser will be granted: (a) an exclusive license in favour of the Company for the use of the Intellectual Property contained in Schedule “A” hereto, (b) a right of first refusal to acquire such Intellectual Property in the event of a disposition of any such Intellectual Property by the owner(s) thereof; (c) and an exclusive option to acquire such Intellectual Property, to be valued by an independent valuation, at a minimum price of \$35,000,000 for a period of 3 years following Closing.

(66) “**Licensed Database**” means any Computer Database owned by another Person and licensed to or otherwise used by the Company in connection with the Business.

(67) “**Licensed Software**” means any Computer Software owned by another Person and licensed to or otherwise used by the Company in connection with the Business, except for Off-the-Shelf Software.

(68) “**Listing Statement**” means the listing statement of the Purchaser to be prepared in accordance with the requirements of the CSE in respect of the Transaction.

(69) “**LOI**” means the binding letter of intent sheet dated January 21, 2024 among the Purchaser and 9296, as may be amended from time to time.

(70) “**Material Contracts**” means all Contracts falling within the following categories to which the Company is a party or its assets or properties are bound:

- (a) any Contract that is reasonably expected to involve payments to or from the Company in excess of \$250,000 per year or \$500,000 over the term of such Contract;
- (b) all Contracts evidencing Indebtedness of the Company;
- (c) each Contract for any completed or future disposition or acquisition of material assets or properties by the Company (other than sales of inventory in the Ordinary Course of Business), or any completed or future merger or business combination with respect to the Company; or
- (d) any other Contract which is otherwise material to the Company or entered into outside of the Ordinary Course of Business.

(71) “**Material Adverse Change**” or “**Material Adverse Effect**” means any change, event, development, circumstance or effect that, when considered individually or in the aggregate, has had, or would be reasonably expected to have, a material adverse effect on the business, assets (whether tangible or intangible), liabilities, financial condition, operations or capitalization of a Party or any of its subsidiaries, taken as a whole, or the ability of a Party to consummate the Transactions; *provided, however*, that any effect to the extent resulting or arising from any of the following shall not be considered when determining whether a Material Adverse Effect / Material

Adverse Change shall have occurred: (a) any changes in general economic conditions in the industries or markets in which the Party and its subsidiaries operate; (b) any change in financing, banking or securities markets generally; (c) any natural disaster or other force majeure event in Canada or any other country or region in the world, including act of war, armed hostilities or terrorism or any worsening thereof or actions taken in response thereto; (d) changes in applicable accounting principles or any applicable regulatory accounting rules (or the enforcement, implementation or interpretation thereof); provided, in the case of the events described in each of clauses (a) through (d), that, other than any adoption, implementation, change or proposed change in Law (or interpretations thereof), such effects do not, individually or in the aggregate, have a materially disproportionate adverse impact on the Party or any of its subsidiaries relative to other Persons in the industries or markets in which the Party and its subsidiaries operate; (e) the announcement of this Agreement and the completion of the Transactions; (f) any action of Purchaser or its Affiliates that would constitute a breach of this Agreement; (g) in the case of the Company, any action taken by Vendors or the Company which is required to be taken pursuant to this Agreement or at the request of Purchaser or the failure by Vendors or the Company to take any action which is prohibited by this Agreement or which is not taken at the direction of Purchaser; (h) in the case of the Purchaser, any action taken by Purchaser or any of its Affiliates which is required to be taken pursuant to this Agreement or at the request of Vendors or the Company or the failure by the Purchaser to take any action which is prohibited by this Agreement or which is not taken at the direction of the Vendors or the Company; or (i) the failure of the Business to meet internal projections, estimates, forecasts or revenue or earning predictions for any period.

(72) “**Milestone 1**” has the meaning specified in Section 2.2(2)(a).

(73) “**Milestone 2**” has the meaning specified in Section 2.2(2)(b).

(74) “**Milestone 3**” has the meaning specified in Section 2.2(2)(c).

(75) “**Milestones**” has the meaning in Section 2.2(2)(c).

(76) “**Name Change**” means the change of the Purchaser’s name to “Prime Group Corp.”, or such other name as determined by the Parties, acting reasonably, that is acceptable to the regulatory authorities should “Prime Group Corp.” not be acceptable.

(77) “**Off-the-Shelf Software**” means commercially available off-the-shelf Computer Software where the aggregate payments under the applicable license agreement are less than \$10,000 per year per Off-the-Shelf-Software.

(78) “**Open-Source Software**” means software that is subject to or licensed, provided or distributed under any open-source license.

(79) “**Order**” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

(80) “**Ordinary Course of Business**” means the ordinary and usual course of the routine daily affairs of the Business, consistent with past practice.

(81) “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and “**Parties**” means every Party.

(82) **“Permitted Encumbrances”** means: (i) Encumbrances for current Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings and in each case for which adequate reserves have been established and set forth in the Annual Financial Statements, (ii) Encumbrances incurred in connection with workers’ compensation, unemployment insurance and other types of social security, and (iii) those Encumbrances as set forth on Schedule 1.1(82) of the Triani Disclosure Letter.

(83) **“Person”** is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature, and the executors, administrators or other legal representatives of an individual in such capacity.

(84) **“Personal Information”** means information and data that is linked or linkable to a natural person, including any information specifically defined or identified in any Company privacy policy as “personal information,” “personal data,” “personally identifiable information,” “protected health information,” “PHI,” or “PII.” Personal Information may relate to any identifiable natural person, including a current, prospective or former customer, employee or Vendors of any Person. Personal Information includes information in any form, including paper, electronic and other forms.

(85) **“Property Option Agreement”** means the agreements between the Company and 9372-3039 Québec Inc., or such other corporation identified by the Vendors, to be entered into as of Closing, whereby the Purchaser will be granted (i) an exclusive option to acquire the St-Jean Property more fully described in Schedule “B” hereto, for the 3 year period starting on the 3<sup>rd</sup> anniversary of the Closing Date and ending on the 6<sup>th</sup> anniversary of the Closing Date, at a price equal to the higher of \$5,000,000 and the fair market value of such property at the time of exercise of the option, each on the terms contained in such agreement and in form and substance satisfactory to the Parties to such agreements acting reasonably; and (ii) an exclusive option to acquire the Terrebonne Property more fully described in Schedule “B” hereto, for the 3 year period starting on the 3<sup>rd</sup> anniversary of the Closing Date and ending on the 6<sup>th</sup> anniversary of the Closing Date, at a price equal to the higher of \$29,000,000 and the fair market value of such properties at the time of exercise of the option, each on the terms contained in such agreement and in form and substance satisfactory to the Parties to such agreements acting reasonably.

(86) **“Proprietary Database”** means any Computer Database owned by the Company and used in connection with the operation of the Business.

(87) **“Proprietary Software”** means any Computer Software owned by the Company and used in connection with the operation of the Business.

(88) **“Purchase”** means the purchase and sale of the Triani Canada Shares contemplated by this Agreement.

(89) **“Purchaser”** has the meaning ascribed to it in the Parties clause.

(90) **“Purchaser Indemnified Parties”** means the Purchaser and its directors, officers, employees and agents.

(91) **“Purchaser Meeting”** means the special meeting of holders of Purchaser Shares to be held by the Purchaser with respect to approval of: (i) the Name Change; (ii) the Consolidation; (iii) the

size of board of directors of the Purchaser and the election of the 9296 Nominees, effective as of Closing; (iv) the Fundamental Change of the Purchaser; and (v) to the extent required, the adoption of new by-laws, an omnibus equity incentive plan, or such other matters as deemed necessary or desirable by the Purchaser or the 9296 Nominees, each acting reasonably.

(92) “**Purchase Price**” has the meaning ascribed to it in Section 2.2(1).

(93) “**Purchaser Share**” means a common shares in the capital of the Purchaser.

(94) “**Registered Intellectual Property**” means all Intellectual Property that is registered or the subject of an application for registration or registration procedures by or on behalf of the Company with any Governmental Authority or other Person, including all (a) patents, (b) trademarks, (c) copyrights, (d) industrial designs, and (e) websites (including domains and social media).

(95) “**Regulatory Approval**” means any approval, consent, ruling, authorization, notice, permit or acknowledgement that may be required from any Person pursuant to Applicable Law or under the terms of any License or the conditions of any Order in connection with the transactions contemplated by this Agreement, to permit the Company to carry on the Business after the Closing Date, or which is otherwise necessary to permit the Parties to perform their obligations under this Agreement.

(96) “**Related Person**” means (a) a spouse, parent, grandparent, brother, sister or child of the Vendor; (b) a company or family trust if all of the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the persons referred to in clause (a); or (c) an affiliate or an associate.

(97) “**Release**” means any release, spill, leak, emission, pumping, injection, deposit, discharge, dispersal, leaching, migration, spraying, abandonment, pouring, emptying, throwing, dumping, placing or exhausting of a Contaminant, and when used as a verb has a like meaning.

(98) “**Required Consents**” has the meaning ascribed to such term in Section 3.7(8).

(99) “**Security Incident**” means any material event, or material incident (whether or not malicious, and whether individual, accretive or in a series of events or circumstances) that results in, or would reasonably be expected to permit, result in, or lead to, the unauthorized, unintended or unlawful breach, destruction, loss, alteration, modification, transmission, availability, disclosure or misuse of, or access to, the Business Intellectual Property, User Data or Personal Information used in connection with the Business.

(100) “**Shareholder Approval**” means approval of holders of the Purchaser Shares with respect to the matters to be considered at the Purchaser Meeting.

(101) “**Share Consideration Adjustment Amount**” has the meaning ascribed to such term in Section 2.4(4)(b).

(102) “**St-Jean Property**” has the meaning ascribed to it in Schedule “B” attached hereto.

(103) “**Statement Date**” means the date of the Annual Financial Statements, being March 31, 2024.



(104) “**Tax**” or “**Taxes**” includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority, including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services, provincial sales, harmonized sales or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, state, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges, and other assessments or similar charges in the nature of a tax, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges, whether disputed or not.

(105) “**Tax Act**” means the *Income Tax Act* (Canada).

(106) “**Tax Representations**” means the representations and warranties contained in Section 3.8 (Tax Matters).

(107) “**Tax Returns**” means returns, declarations, elections, filings, forms, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information), and including any amendment thereof, filed or required to be filed with any Governmental Authority in connection with the determination, assessment, reporting, reassessment, or collection of Taxes of any Party or the administration of any Applicable Law relating to any Taxes.

(108) “**Terrebonne Property**” has the meaning ascribed to it in Schedule “B” attached hereto.

(109) “**Territorial Laws**” means, with respect to the Company, the Applicable Laws applicable to, and enforced by Governmental Authorities, the territory or territories where it is incorporated, registered to do Business, or holds any License.

(110) “**Third Party Claim**” has the meaning in Section 7.4(1).

(111) “**Transaction**” means the acquisition by the Purchaser of all of the Triani Canada Shares and the transactions ancillary thereto as contemplated by this Agreement and the other documents required in connection with this Agreement, all as further described and provided for herein.

(112) “**Transaction Documents**” means this Agreement and all other written agreements, documents and certificates contemplated by this Agreement.

(113) “**Triani Canada Shares**” means all of the issued and outstanding *catégorie* A shares of the Company.

(114) “**Triani Disclosure Letter**” means the disclosure letter executed by the Vendors and delivered to the Purchaser concurrently with the execution of this Agreement.

(115) “**Triani Interim Financial Statements**” means the unaudited financial statements of the Company for the three months ended June 30, 2024 and 2023, prepared in accordance with IFRS.

(116) “**Ultimate Beneficial Owners**” has the meaning ascribed to it in the Parties clause.

(117) “**United States**” means the United States of America, its territories and possessions, any states of the United States and the District of Columbia;

(118) “**U.S. Person**” means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

(119) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

(120) “**User Data**” means (a) all data and analytics collected or generated by, or provided to, the Company (whether generated or stored by the Company directly or a third party on behalf of the Company), resulting from any action or activity of users of the Company’s websites, including user identification and associated activities at a website, as well as pings and activity related to closed loop reporting and all other data associated with a user’s behavior on the Internet, and (b) all data collected and stored by or on behalf of the Company that is Personal Information.

(121) “**Vendors**” means has the meaning ascribed to it in the Parties clause, being understood, for purposes of clarity, that Angelpart shall not be considered as included in the definition of Vendors as per this Agreement.

(122) “**Vendors’ Indemnified Parties**” means the Vendors, their agents, and their respective heirs, executors, successors and assigns.

(123) “**Vendors’ Reorganization**” means the reorganization by which a portion of the Intellectual Property subject to the License and Option Agreement shall be transferred by the Company to a third-party Affiliate.

(124) “**Vendors’ Virtual Data Room**” means:

- (a) all data, information, records, and other materials relating to the Company or its Business made available in electronic form, by the Vendors or the Company to the Purchaser and its Representatives for review prior to the date hereof through the Firmex Data Site hosted by the Purchaser’s counsel, and any data, information, records, and all other materials available through access to the Company’s applications; and
- (b) all data, information, records, communications, and other materials uploaded to a website administered by the Purchaser’s counsel (through a Firmex Data Site), and closing books for select historical acquisition and divestiture transactions made available on a Firmex site hosted by the Purchaser’s counsel, in each case, all of which have been uploaded not later than 5:00 PM (Montreal time) two (2) Business Days prior to the Closing Date and saved onto an external hard drive, Cloud service or USB data stick marked “Copy of VDR for Project” and delivered by the Purchaser to the Vendors as soon as reasonably practicable thereafter, and for which a systems back up of the items specified in paragraph (a) and (b) and an index of the items specified in this paragraph (b) is attached hereto as Schedule “C” hereto.

## **Section 1.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment

or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

### **Section 1.3 Calculation of Interest**

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded.

### **Section 1.4 Calculation of Time**

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Montreal, Québec time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Montreal, Québec time) on the next succeeding Business Day.

### **Section 1.5 Made Available to the Purchaser**

Any reference in this Agreement to a document or matter being made available to the Purchaser or being provided to the Purchaser means that such document or matter has been posted in the Vendors' Virtual Data Room to which the Purchaser has had access; provided that access to the document or matter through the virtual data room has been granted to the Purchaser at least two Business Days before the date of this Agreement.

For purposes of clarity, all data, information, records, communications, and other materials contained in the Vendors' Virtual Data Room shall be deemed to have been made available to the Purchaser and its Representatives, and the Purchaser acknowledges and agrees that it has had complete access to such Vendors' Virtual Data Room.

### **Section 1.6 Knowledge**

Any statement in this Agreement expressed to be made to "**the Vendors' Knowledge**" shall be understood to be made on the basis of the actual knowledge of each of the Ultimate Beneficial Owners, on the relevant subject matter, after the reasonably diligent inquiry by each of them.

### **Section 1.7 Additional Rules of Interpretation**

- (1) **Gender and Number.** In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (2) **Headings and Table of Contents.** The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (3) **Section and Schedule References.** Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement.
- (4) **Words of Inclusion.** Wherever the words "**include**", "**includes**" or "**including**" are used in this Agreement, they shall be deemed to be followed by the words "**without limitation**" and the words following "**include**", "**includes**" or "**including**" shall not be considered to set out an exhaustive list.

(5) **Statute References.** Unless otherwise indicated, all references in this Agreement to any statute include the regulations under that statute, in each case as amended, re-enacted, consolidated or replaced from time to time, and in the case of any such amendment, re-enactment, consolidation or replacement, reference in this Agreement to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and to also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith and which are legally binding.

(6) **Writing.** References to “**in writing**”, “**written**” and similar expressions include material that is printed, handwritten, typewritten, faxed, emailed, or otherwise capable of being visually reproduced at the point of reception.

(7) **Currency.** All references to dollar amounts in this Agreement are to Canadian dollars, unless otherwise indicated.

### **Section 1.8 Schedules**

The schedules to this Agreement are incorporated by reference and constitute an integral part of this Agreement.

### **Section 1.9 Triani Disclosure Letter**

(1) Unless the context otherwise requires, words and expressions used in the Triani Disclosure Letter will have the same meaning as this Agreement and the interpretation provisions set out in this Agreement apply to the Triani Disclosure Letter. Unless the context otherwise requires, or a contrary intention appears, references in the Triani Disclosure Letter to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

(2) Contemporaneously with the execution and delivery of this Agreement, the Vendors are delivering to Purchaser the Triani Disclosure Letter required to be delivered pursuant to this Agreement, which is deemed to form an integral part of this Agreement and to qualify the representations, warranties, covenants and obligations of Vendors contained in this Agreement. The purpose of the Triani Disclosure Letter is to set out the qualifications and other information called for in this Agreement. The Parties acknowledge and agree that the Triani Disclosure Letter and the disclosures and other information contained in it do not constitute or imply, and will not be construed as: (i) any representation, warranty, covenant or obligation which is not expressly set out in this Agreement; (ii) an admission of any liability or obligation of Vendors; (iii) an admission that the information is material or within or outside the Ordinary Course of the Business; (iv) a standard of materiality, a standard for what is or is not in the Ordinary Course of the Business, or any other standard contrary to the standards contained in the Agreement; or (v) an expansion of the scope of effect of any of the representations, warranties, covenants and obligations set out in the Agreement.

(3) The Triani Disclosure Letter is arranged in sections corresponding to those contained in this Agreement for convenient reference only, and the disclosure of an item in one section of the Triani Disclosure Letter as a qualification to any representation, warranty, covenant or obligation will be deemed adequately disclosed as a qualification with respect to all other representations, warranties, covenants and obligations, to the extent such item is relevant to such other

representations, warranties, covenants and obligations, and such relevance is reasonably apparent on its face, in each case, notwithstanding the presence or absence of an appropriate section of the Triani Disclosure Letter with respect to such other representations, warranties, covenants and obligations or an appropriate cross reference thereto within this Agreement or the Triani Disclosure Letter.

## **ARTICLE 2 PURCHASE AND SALE**

### **Section 2.1 Purchase and Sale of the Triani Canada Shares**

(1) Upon and subject to the terms and conditions of this Agreement, 9296 agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, its portion of the Triani Canada Shares for the Purchase Price, with effect on the Closing Date.

(2) Upon and subject to the terms and conditions of this Agreement, following conversion of the Angelpart Convertible Debenture into Triani Canada Shares prior to the Closing Date, Angelpart agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, its portion of the Triani Canada Shares for the Purchase Price, with effect on the Closing Date.

### **Section 2.2 Purchase Price and Bonus Consideration**

(1) The aggregate purchase price to be paid by the Purchaser to 9296 and Angelpart for the Triani Canada Shares (the “**Purchase Price**”) is \$19,500,000, subject to adjustment as set out in Section 2.4, payable as follows:

- (a) \$2,000,000 payable in cash payable solely to 9296, or through the issuance of a promissory note in the amount of \$2,000,000 bearing interest at a rate of 10% per annum, calculated monthly (such form of payment subject discretion of the Purchaser), to be issued on the date that is 12 months from the Closing Date by wire transfer of immediately available funds to an account or accounts designated by the Vendors (the “**Cash Balance Consideration**”);
- (b) \$17,500,000 payable in Purchaser Shares, to be issued and delivered on the Closing Date to both 9296 and Angelpart (in the case of Angelpart, for an amount representing \$2,000,000), at a deemed price of \$0.125 (on a pre-Consolidation basis) per Purchaser Share (the “**Closing Consideration Shares**”);

(2) In addition to the Purchase Price, subject to the Company reaching the Milestones, the Purchaser shall pay, solely to 9296, additional consideration in an amount of up to \$18,500,000, (the “**Bonus Consideration**”) payable in Bonus Consideration Shares pursuant to the following terms:

- (a) the Purchasers shall pay the Vendor, \$2,500,000, payable in Bonus Consideration Shares at a deemed value of \$0.125 per Bonus Consideration Share, if the Company generates a minimum of \$2,000,000 in EBITDA during the financial year ended March 31, 2025, prorated to take into account the period between the Closing Date and March 31, 2025 (“**Milestone 1**”);

- (b) the Purchasers shall pay the Vendor, \$10,000,000, payable in Bonus Consideration Shares at a deemed value of \$0.125 per Bonus Consideration Share, if the Company generates a minimum of \$5,000,000 in EBITDA during the financial year ended March 31, 2026 (“**Milestone 2**”); and
  - (c) the Purchasers shall pay the Vendor: (x) \$2,000,000, payable in Bonus Consideration Shares at a deemed value of \$0.16 per Bonus Consideration Share, if the Company generates a minimum of \$5,000,000 in EBITDA during the financial year ended March 31, 2027; (y) \$4,000,000, payable in Bonus Consideration Shares at a deemed value of \$0.16 per Bonus Consideration Share, if the Company generates a minimum of \$7,000,000 in EBITDA during the financial year ended March 31, 2027; or (z) \$6,000,000, payable in Bonus Consideration Shares at a deemed value of \$0.16 per Bonus Consideration Share, if the Company generates a minimum of \$10,000,000 in EBITDA during the financial year ended March 31, 2027 (“**Milestone 3**”, and together with Milestone 1 and Milestone 2, the “**Milestones**”).
- (3) Within 120 days following each of the periods referred to in Section 2.2(2)(a), Section 2.2(2)(b), or Section 2.2(2)(c) the Purchaser shall deliver to the Vendors its calculation of EBITDA together with all supporting documentation. The Vendors shall have 45 days following the delivery of such calculation and supporting documentation to deliver a written notice of objection to the Purchaser’s calculation of EBITDA, and any such dispute (“**EBITDA Dispute**”) shall be resolved pursuant to the procedure set forth in Section 2.5. If the Vendors do not deliver a written notice of objection within such 45 day period, the Vendors shall be deemed to have agreed to the calculation of EBITDA delivered by the Purchaser. If applicable, payment of the applicable Bonus Consideration will be within five Business Days of the final determination of EBITDA during the period pursuant to this section or Section 2.5(2).
- (4) For greater certainty, the Vendors, (x) shall not be entitled to the applicable Bonus Consideration if the EBITDA of the Company for the applicable period set forth in Section 2.2(2)(a), Section 2.2(2)(b) or Section 2.2(2)(c) is less than 100% of the applicable Milestone and (y) are not entitled to any additional Bonus Consideration beyond the payments set forth in Section 2.2(2)(a), Section 2.2(2)(b) or Section 2.2(2)(c) if the EBITDA of the Company during the applicable period is more than the applicable Milestone.
- (5) Finally, for greater certainty, the Cash Bonus Consideration shall remain payable if the Company meets any applicable Milestone and should a Default or change of control of Company occur. To that effect, the Vendors’ may require from the Purchaser, or any third-party purchaser, a written confirmation that the Bonus Consideration payments, if any, shall still be payable should a Default or change of control of Company occur.
- (6) The Parties wish for such transfer and the issuance of Bonus Consideration Shares to be governed by the provisions of subsection 85(1) of the *Income Tax Act* (Canada) and section 518 of the *Taxation Act* (Québec). To this end, Parties undertake to file, as soon as possible, the required rollover forms, including, without limiting the generality of the foregoing, form T2057 (ARC) and form TP-518 (Revenu Québec), and, where applicable, file an amended election to take into account Bonus Consideration Shares issued after the filing of the rollover forms. The Parties agree that the amount agreed to under this tax rollover will be determined by the Vendors at the time of filing the rollover forms.

### Section 2.3 Cash Balance Provisions

(1) The Purchaser shall make a cash contribution in the amount of \$5,000,000 to the operations of the Company on the Closing Date (the “**Cash Contribution**”). Such amount shall be used as working capital by the Company in the Ordinary Course of Business and the Company shall provide a reasonably detailed provisional cashflow document describing the Company’s intended use of the Cash Contribution prior to the Purchaser making such Cash Contribution to the Company. Upon the Company providing such provisional cashflow document, the Purchaser shall make the Cash Contribution without further notice or delay or without requiring any further approval.

(2) Upon the occurrence of any of the following events, Purchaser shall be deemed to be in default hereunder (a “**Default**”):

- (a) the Purchaser becoming insolvent or bankrupt, commits any act of bankruptcy, generally fails to pay its debts as they become due, becomes the subject of any proceedings or action of any regulatory agency or any court relating to bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, or enters into any agreement for the composition, extension, or readjustment of all or substantially all of its obligations (except as a result of a bankruptcy or insolvency of the Company); or
- (b) the sale (whether by asset sale, lease, exclusive global license or otherwise) of all or substantially all of the assets of the Company to an unrelated third party;
- (c) the Purchaser fails to make the payment to the Vendors pursuant to Section 2.2(1)(a).

(3) Upon a Default, the Vendor, at Vendors’ option, shall be entitled to either: (i) require cash payment of amounts payable and owing to the Vendors pursuant to Section 2.2(1)(a), in which case such amount shall bear interest at an annual interest rate of 10% per year, calculated monthly and starting from the date of Default; or (ii) require payment of the amount of the Cash Balance Consideration by the issuance of Purchaser Shares at a deemed price per Purchase Share equal to the 5-day volume weighted average price of the Purchaser Shares as traded on the CSE (or such other stock exchange as the Purchaser Shares are then listed for trading), subject to the policies of the CSE. Such Purchaser Shares are to be issued within five (5) days following receipt by Purchaser of a notice from Vendors confirming its decision, if applicable.

(4) Upon a Default, the Vendors may, at the Vendors’ option, (a) without notice or demand of any kind to the Purchaser or any other person, declare the entire principal sum and all accrued and unpaid interest owing pursuant to Section 2.3(3) immediately due and payable, and (b) exercise any and all rights, power and remedies available to it at law or in equity.

### Section 2.4 Purchase Price Adjustment Process

(1) On or before [•], 2024, the Vendors shall cause the Company to deliver to the Purchaser, the Triani Interim Financial Statements.

(2) After receipt of the Triani Interim Financial Statements, the Vendors shall have 30 Business Days to review the Triani Interim Financial Statements (the “**Review Period**”). During

the Review Period, the Purchaser and its accountant shall have full access to the relevant Books and Records of the Company, the personnel of, and work papers prepared by, the Company or the Company's accountant to the extent that they relate to the Triani Interim Financial Statements, and to such historical financial information relating to the Triani Interim Financial Statements as the Purchaser may request for the purpose of reviewing the Closing Statements and to facilitate preparation of an objection as set forth in Section 2.4(3).

(3) If the Vendors objects to any matter or amount in the Triani Interim Financial Statements, the Purchaser shall give notice to the Vendor no later than 30 Business Days after delivery to the Purchaser of the Triani Interim Financial Statements (the "**Objection**"). Any Objection shall set out, in reasonable detail, the particulars of the Objection.

(4) Subject to Section 2.4(5) and subject to mutual agreement or resolution of any Objection pursuant to Section 2.5, the Purchase Price shall be decreased, on a dollar-for-dollar basis, by the amount, if any, by which total Current Assets is less than total Current Liabilities (the "**Purchase Price Adjustment Amount**"), as such amounts are provided for in the Triani Interim Financial Statements or as determined by the Independent Accountant. The Purchase Price Adjustment Amount, if applicable, shall be deducted:

- (a) first from the amount payable by the Purchaser pursuant to Section 2.2(1)(a);
- (b) and with respect to any remaining amount to be deducted (the "**Share Consideration Adjustment Amount**"), secondly from the amount payable by the Purchaser pursuant to Section 2.2(1)(b).

(5) No Purchase Price Adjustment will be made if the Purchase Price Adjustment Amount is less than \$1,700,000.

(6) If the amount payable by the Purchaser to the Vendors is reduced pursuant to Section 2.3(4)(b), the Purchaser shall issue to the Vendors at Closing that number of Adjustment Warrants equal to the Share Consideration Adjustment Amount divided by \$0.625.

## **Section 2.5 Dispute Settlement**

(1) The Vendors and the Purchaser shall use reasonable efforts and act in good faith to resolve an Objection or EBITDA Dispute within the period ending 30 days following the giving of the applicable notice.

(2) If an Objection or EBITDA Dispute is not resolved by the Vendors and the Purchaser by the end of such 30 day period and the Parties have not mutually agreed to continue their efforts to resolve the Objection or EBITDA dispute, as applicable, then the matter shall be submitted by the Vendors and the Purchaser to a mutually acceptable, independent, nationally recognized accounting firm that has not performed services for any of the Purchaser, the Vendors or the Company in the preceding five years (the "**Independent Accountant**"), with a mandate to resolve the matter promptly and, in any event, within 30 days after the Independent Accountant's appointment. Any submissions of the Purchaser, or the Vendors to the Independent Accountant will be disclosed to the other Party, and such Party will be afforded a reasonable opportunity to respond to such submissions. The determination by the Independent Accountant, who will act as an expert and not as an arbitrator, will be made only with respect to specific items under dispute



by the Vendors and the Purchaser, and will be final and binding on the Parties. The Purchaser and the Vendors together shall equally share the fees and expenses of the Independent Accountant.

(3) Following a final determination by the Independent Accountant, the Bonus Consideration shall be payable in accordance with Section 2.2(2) and/or the Purchase Price shall be adjusted pursuant to Section 2.4(4), as applicable.

### **Section 2.6 Withholding**

The Purchaser, the Company, the Vendors and any Person making any payment for or on behalf of the Purchaser or the Vendors shall be entitled at any time to deduct, withhold and remit to any Governmental Authority from any amount otherwise payable pursuant to this Agreement in respect of the transactions contemplated under this Agreement any amounts required by Applicable Law to be deducted, withheld or remitted. Notwithstanding anything in this Agreement to the contrary, any deducted, withheld or remitted amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction, withholding or remittance was made. The Person with the obligation to make such withholding will notify the payee as soon as practicable after determining that such withholding is likely to apply or does apply, so that the payee may seek its own advice with respect thereto. Should such payee seek such advice, then any Person alleging to be required to make such withholding shall refrain from doing so until payee has received such advice.

### **Section 2.7 Transfer Restriction**

(1) Subject to Section 2.7(2), each Vendor, will not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey any Bonus Consideration Shares, or any right or interest therein (legal or equitable), to any Person or group or agree to do any of the foregoing, provided that each of Vendors or Angelpart may sell, assign, convey or otherwise transfer or dispose of any or all of the Bonus Consideration Shares to a Related Person if such Related Person enters into an agreement with Purchaser on the same terms as this Section 2.7, or otherwise agrees with the Purchaser to be bound by this Section 2.7 or as otherwise consented to by the Purchaser, acting reasonably (the “**Transfer Restriction**”).

(2) The Transfer Restriction in Section 2.7(1) shall no longer apply according to the schedule provided in Schedule “C” hereto.

(3) Subject to any escrow or other requirements pursuant to applicable CSE or securities laws, each Purchaser Shares issuable pursuant to the Transaction shall be issued or be issuable as a fully paid and non-assessable share in the capital of the Purchaser, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, and shall be exempt from the prospectus requirements of applicable Canadian securities laws in the reporting provinces either by virtue of exempted relief from the securities regulatory authorities of each of the reporting provinces or by virtue of applicable exemptions under such Canadian securities laws and such securities shall not be subject to resale restrictions under applicable Canadian securities laws (other than as applicable to control persons, pursuant to section 2.6 of National Instrument 45-102 – *Resale of Securities*) or applicable escrow requirements of the CSE.

## **Section 2.8 Post-Closing Operations of the Company**

(1) During and with respect to the period commencing on the date hereof and ending on the date on which Milestone 3 is to be calculated, Purchaser shall conduct the Business in the Ordinary Course of Business, and, unless otherwise agreed upon by the Parties, acting reasonably: (i) the Company shall be maintained as a separate entity from the Purchaser and its Affiliated to facilitate calculation of the Bonus Consideration amounts, if any; (ii) the calculation of the amount of Bonus Consideration shall not include any amount of general overhead and administration expenses of the Purchaser and its Affiliates (other than the Company) that may be allocated to the Company; and (iii) to the extent that the Company undertakes any acquisitions, the financial consequences of such transactions, including (without limitation) transaction expenses and revenue and expenses associated with the acquired business will not be included in the calculation of Bonus Consideration.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

Each of the Vendors jointly and severally represent and warrant to the Purchaser as stated below, and acknowledges that the Purchaser are relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Purchase. For greater certainty, Angelpart makes no representation and warranty whatsoever under this Agreement.

### **Section 3.1 Vendors' Matters**

(1) **Authorization of Purchase.** The Vendors have all requisite power, authority and legal capacity to execute and deliver the Transaction Documents to which each is a party, to perform its obligations thereunder and to consummate the Purchase. The execution and delivery by the Company and the Vendors, respectively, of each of the Transaction Documents to which each is a party and the performance by it of the transactions have been duly and validly authorized and approved by all requisite corporate or other applicable organizational action on its part, and no other proceeding on the part of the Company or the Vendors is necessary to authorize the Transaction Documents to which it is a party.

(2) **Enforceability.** Each Transaction Document to which the Company or the Vendors are a party constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(3) **No Other Equity Interests or Purchase Agreements.** The Triani Canada Shares constitute all of the shares, equity and similar interests in the capital of the Company of any class or description. Except with respect to the Angelpart Convertible Debenture, no Person other than the Purchaser has any written or oral agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option, understanding or commitment, including a right of conversion or exchange attached to convertible securities, warrants or convertible obligations of any nature, for:

- (a) the purchase, subscription, allotment or issuance of, or conversion into, any ownership interest in the capital of the Company;

- (b) the purchase or other acquisition from the Vendors of any of the Triani Canada Shares or the Company; or
  - (c) the purchase or other acquisition from the Company of any of its undertaking, property or assets, other than in the Ordinary Course of Business.
- (4) **Restrictions.** There are no restrictions of any kind on the transfer of any of the Triani Canada Shares except those set out in the articles or the bylaws of the Company, in the financing documents evidencing the Encumbrances, and as imposed by Applicable Law.
- (5) **Residence.** Each of the Vendors and Angelpart is not a non-resident of Canada.
- (6) **Title to Shares.** As of the date hereof, 9296 legally and beneficially owns and controls all of the Triani Canada Shares with good and marketable title free and clear of any Encumbrances, adverse claims or claims of others.
- (7) **Purchaser Shares.** The Vendors acknowledge that they have not received a prospectus or any other information from the Purchaser and that it has relied entirely on the publicly available information and documents of the Purchaser and on the Vendors' own investigation in entering into this Agreement and receiving the Purchaser Shares as partial satisfaction of the Purchase Price.

### Section 3.2 Corporate Matters

- (1) **Status and Capacity of the Company.** The Company has been duly incorporated and organized, is a subsisting corporation in good standing under the laws of Québec, and has the corporate power and capacity to own or lease its property and to carry on its Business as now carried on in each jurisdiction in which it owns or leases property or carries on business.
- (2) **Qualification of the Company.** The Company is registered, licensed or otherwise qualified to carry on business and to own and operate its assets under the laws of each jurisdiction in which the nature of the Business or the character, ownership or operation of the Company's assets makes such registration, licensing or qualification necessary under Applicable Law except where failure to be so registered would not result in a Material Adverse Effect for the Company.
- (3) **Capitalization.** The authorized capital of the Company consists of an unlimited number of *catégorie* A, AA, B, C, D, E, F, G, H, I, J, K, L and LL shares without par value, of which only 878,692 *catégorie* A shares are issued and outstanding as of the date hereof. All of the outstanding securities of the Company are owned, of record and beneficially, free and clear of all Encumbrances. There is no voting trust or other Contract (other than this Agreement) to which the Company is a party or is bound with respect to the voting, registration or transfer of the Company's securities. All of the outstanding securities of the Company have been duly authorized and are validly issued as fully paid and nonassessable. The Company has delivered to the Purchaser full and complete copies of the minute books and the capitalization table of the Company.
- (4) **Subsidiaries and Investments.** The Company has no direct or indirect subsidiaries and does not own, directly or indirectly, any shares or other equity securities of any corporation nor does it have any equity or ownership interest in any business or Person. The Company is not subject to any obligation or requirement to provide funds to or make any investment in any business or Person by way of loan, capital contribution or otherwise.

(5) **Options.** Except the Angelpart Convertible Debenture, there are no outstanding options, warrants, rights, securities, debentures, loans or notes convertible or exchangeable for any shares or other securities of the Company, and there is no Contract of any kind which may obligate the Company to issue, purchase, redeem or otherwise acquire any of its equity.

(6) **Corporate Records.** The minute books and other corporate records of the Company have been maintained in accordance with Applicable Law and copies of all such minute books and other corporate records of the Company have been provided to Purchaser. The stock ledger, ownership records, register of directors and similar corporate records of the Company are complete, accurate and current. The Company is not in breach, default or violation (and no event has occurred that with notice or the lapse of time or both would constitute a breach, default or violation) of any term, condition or provision of its governing documents.

### **Section 3.3 Financial Matters**

(1) **Financial Records.** All material financial transactions of the Company have been properly recorded in the Financial Records, which have been maintained in accordance with sound business and financial practice. The Financial Records present fairly, in all material respects, the basis for the financial condition and the revenue, expenses and results of operations of the Company and, together with all disclosures made in this Agreement, present fairly, in all material respects, the financial condition and the revenue, expenses and results of operations of the Company as of and to the date hereof.

(2) **Annual Financial Statements.** The Annual Financial Statements will have been prepared in accordance with IFRS, and present fairly in all material respects the assets, liabilities, revenue, earnings, results of operations and financial condition of the Company as at the date of the Annual Financial Statements and for the periods to which they relate.

(3) **Liabilities of the Company.** There are no liabilities or obligations of any nature (liquidated or unliquidated, due or to become due and whether absolute, accrued, contingent or otherwise) of the Company of any kind whatsoever, and there is no basis for any assertion against the Company of any liabilities or obligations of any kind, other than:

- (a) the liabilities which will have been disclosed, reflected or provided for in the Annual Financial Statements;
- (b) liabilities incurred since the Statement Date which were incurred in the Ordinary Course of Business; and
- (c) other liabilities or obligations disclosed in this Agreement.

(4) **Debt Obligations.** The Company does not have any liability or obligation for Indebtedness and the Company is not party to any off-balance sheet arrangements.

(5) **Non-Arm's Length Matters.** Except as disclosed in Schedule 3.3(5) of the Triani Disclosure Letter, the Company is not party to or bound by any Contract with, is not indebted to, and no amount is owing to the Company by, the Vendors or any officers, former officers, directors, former directors, shareholders or former shareholders of the Company, or any Person not dealing at arm's length with any of the foregoing within the meaning of the Tax Act. Since the Statement Date, the Company has not made or authorized any payments to the Vendors, or any officers,

former officers, directors, former directors, shareholders or former shareholders, or former optionholders of the Company, or to any Person not dealing at arm's length with any of the foregoing, except for reimbursement of regular expenses and salaries and other employment compensation payable to employees of the Company in the Ordinary Course of Business and at the regular rates payable to them.

(6) **Bank Accounts and Authorizations.** Schedule 3.3(6) of the Triani Disclosure Letter contains a list of all safe deposit boxes and bank accounts of the Company, including the names and addresses of the financial institutions at which they are maintained, and the names of all Persons having access or signing authority and of all powers of attorney given by the Company.

### **Section 3.4 Property of the Company**

(1) **Title to Assets.** Except as set out on Schedule 3.4(1) of the Triani Disclosure Letter, the Company is the owner of and has good and marketable title to all of its respective properties and assets, including all properties and assets reflected in the Annual Financial Statements, free and clear of all Encumbrances except for Permitted Encumbrances. There are no agreements or commitments to purchase property or assets by the Company, other than in the Ordinary Course of Business.

(2) **Sufficiency of Assets.** Except as set out on Section 3.4(2) of the Triani Disclosure Letter, the properties and assets owned, leased and licensed by the Company is sufficient to permit the continued operation of the Business after the Closing Date in substantially the same manner as it has been historically conducted and include all proprietary rights, trade secrets and other property and assets, tangible and intangible, applicable to or used in connection with the Business. Neither the Vendors nor any other Person owns any assets which are being used in, or are reasonably necessary to carry on, the Business in the Ordinary Course of Business, except assets leased to the Company, or disclosed in Schedule 3.4(1) of the Triani Disclosure Letter.

(3) **Real Properties and Leased Premises.**

Except as set out in Schedule 3.4(3) of the Triani Disclosure Letter:

- (a) The Company does not own any real property and the Company has no interest in any real property.
- (b) Schedule 3.4(3) of the Triani Disclosure Letter describes all leases or agreements to lease under which the Company leases any real or immovable property (collectively, the "**Leases**"). The names of the other parties to the Leases, the description of the Leased Premises, the term, rent, security deposits, prepaid rent and other amounts payable under the Leases and all renewal options available under the Leases are accurately described in Schedule 3.4(3) of the Triani Disclosure Letter. Copies of the Leases have been provided to the Purchaser.
- (c) The Company is exclusively entitled to all rights and benefits as lessee under the Leases, and the Company has not sublet, assigned, licensed or otherwise conveyed any rights in the premises subject to the Leases (the "**Leased Premises**") or in the Leases to any other Person.

- (d) Except as set forth in Schedule 3.4(3) of the Triani Disclosure Letter, all rental and other payments and other obligations required to be paid and performed by the Company pursuant to the Leases are expressly set out in the Leases and have been duly paid and performed. The Company is not in default of any of its obligations under the Leases and, to the Vendors' knowledge, none of the landlords or other parties to the Leases are in default of any of their obligations under the Leases.
- (e) Except as set forth in Schedule 3.4(3) of the Triani Disclosure Letter, the terms and conditions of the Leases will not be affected by, nor will any of the Leases be in default as a result of, the completion of the Purchase.
- (f) There are no agreements with any real estate broker, leasing agent or other Person that entitles or will entitle such Person to any brokerage commission or payment or finder's fee from the Company as a result of the leasing, sub-leasing or licensing of any of the Leased Premises.
- (g) No part of the Leased Premises is subject to any building or use restriction that restricts or prevents the use and operation of the Leased Premises for its current use in connection with the Business.
- (h) Except as set forth in Schedule 3.4(3) of the Triani Disclosure Letter, there are no work orders from any Governmental Authority outstanding against the Leased Premises adversely affecting the Business, and the Company has not received any work order deficiency notice, request or written advice of any breach of any Applicable Law in respect of the foregoing from any Governmental Authority which could, if not corrected, become a work order or could require performance of work or expenditure of money to correct.
- (i) The Company has no outstanding application for a re-zoning of the Leased Premises and to the Vendors' Knowledge, there are no proposed or pending change to any zoning affecting the Leased Premises.
- (j) Except as set out in Schedule 3.4(3) of the Triani Disclosure Letter, the Company is not presently negotiating (or contemplates negotiating or has committed to negotiate) any new lease, occupancy agreements, letters of intent or purchase agreements for any new sites or locations for the conduct of its business.

(4) **Status of Property.** The Leased Premises are zoned so as to permit their current use and, the Vendors' Knowledge, there is no proposed re-zoning with respect to them. Except as set forth in Schedule 3.4(4) of the Triani Disclosure Letter, the use by the Company of the Leased Premises is in material compliance with Applicable Law and, in particular, is not in material breach of any building, zoning or other statute, by-law, ordinance, regulation, covenant, restriction or official plan, and the Company has adequate and lawful rights of ingress and egress to and from public roads and all necessary services from private and public utility services for the operation of the Business in the Ordinary Course of Business and, specifically:

- (a) no alteration, repair, improvement or other work that has not been completed has been ordered, directed or requested in writing by any Governmental Authority to be done in respect of the Leased Premises or any of the plumbing, heating,

elevating, water, drainage or electrical systems, fixtures or works located thereon or related thereto;

- (b) there is nothing owing by the Company in respect of the Leased Premises to any municipal corporation, or to any other corporation or commission owning or operating a public utility for water, gas, electrical power or energy, steam or hot water, or for the use thereof, other than current accounts in respect of which the due date has not yet passed and there are no proposed assessments, capital charges or levies assessed or, to the Vendors' Knowledge, to be assessed;
- (c) Except as set forth in Schedule 3.4(4) of the Triani Disclosure Letter, no part of the Leased Premises has been taken or expropriated by any Governmental Authority nor, to the Vendors' Knowledge has any notice or proceeding in respect thereof been given, threatened or commenced; and
- (d) except as set forth in Schedule 3.4(4) of the Triani Disclosure Letter, there are no outstanding or, to the Vendors' Knowledge, threatened actions, judgments, writs of execution, injunctions or directives with respect to the Leased Premises.

(5) **Personal Property.** Schedule 3.4(5) of the Triani Disclosure Letter lists all locations where any items of tangible personal property owned by the Company are situate. The Company is the lessee of any tangible personal property and is not a party to any conditional sale or other title retention Contract, except as disclosed in Schedule 3.4(5) of the Triani Disclosure Letter.

(6) **Plants, Facilities and Equipment.** To the Vendors' knowledge, the buildings and structures comprising the Leased Premises, are free of any structural defect. The heating, ventilating, plumbing, drainage, electrical and air conditioning systems and all other systems used in the Leased Premises and all machinery, equipment, tools, furniture, furnishings and materials used in the Business are in good working order, fully operational and free of any defect, except for normal wear and tear. Certificates of mechanical fitness are readily available for all motor vehicles owned or leased by the Company.

### **Section 3.5 Environmental Matters**

(1) **Compliance with Environmental Laws.** Except as disclosed in Schedule 3.5(1) of the Triani Disclosure Letter:

- (a) the Company, the operation of the Business, the property and assets owned or used by the Company and the use, maintenance and operation thereof have been and are in material compliance with, and have not violated in a material manner any, Environmental Laws;
- (b) the Company has not received any notice from a Governmental Authority regarding any actual, threatened, outstanding, or potential violation of any Environmental Permit, Applicable Law, Order or Environmental Laws, or any demand, Order, notice or directive requiring remedial, investigative, preventative, mitigation, restoration or rehabilitation action at or in connection with any of the Leased Premises or with any property owned or occupied by the Company or its predecessors at any time, which has not been resolved or which will not be resolved as of the Closing; and

- (c) none of the Company, its officers or directors have been charged or convicted of an offence relating to or arising from non-compliance with any Applicable Law, including Environmental Laws, and have not been fined or otherwise sentenced, ordered to pay any penalties, imprisoned or settled any prosecution short of conviction relating thereto.

(2) **Environmental Claims.** Except as disclosed in Schedule 3.5 of the Triani Disclosure Letter, there is not now pending, outstanding or, to the Vendors' knowledge, threatened, any Environmental Claims and, to the Vendors' knowledge, there are no facts, circumstances or conditions that could form the basis of any such Environmental Claims.

(3) **Environmental Permits.** Except as disclosed in Schedule 3.5(3) of the Triani Disclosure Letter, the Company has all valid and subsisting Environmental Permits required for the Business and to own, use and operate the Leased Premises including the equipment and facilities thereon as presently conducted and is in material compliance with such Environmental Permits. All such Environmental Permits are listed in Schedule 3.5 of the Triani Disclosure Letter and copies thereof have been provided to the Purchaser. All such Environmental Permits are valid and are in full force and effect, there have been no material violations thereof and there are no legal proceedings, whether actual, pending or, to the Vendors' knowledge, threatened, to alter or revoke any of them.

(4) **Contaminants.** Except as disclosed in Schedule 3.5(4) of the Triani Disclosure Letter:

- (a) the Company has not used and currently does not use any of, Leased Premises or its assets to produce, generate, store, handle, transport or dispose of any Contaminants and none of the Leased Premises has been or is being used as a landfill or waste disposal site;
- (b) there are no Contaminants in, on, at or under any of the Leased Premises or assets owned or used by the Company or in, on, at or under any lands in their vicinity in circumstances which require or may require now or in the future remedial, preventative, mitigation, investigative, restoration or rehabilitation action pursuant to any Applicable Law, including any Environmental Laws;
- (c) to the Vendors' Knowledge, no Contaminants have been stored, processed, generated, manufactured, handled, combined, mixed, disposed, treated, distributed, Released or buried in, at, under, from or on any of the Leased Premises or in their vicinity except in compliance with Applicable Laws, including any Environmental Laws;
- (d) to the Vendors' Knowledge, there has been no Release of any Contaminants in, on, at, under or from the Leased Premises, or in, on at, under or from any lands in the vicinity of these properties, including migration offsite by any vehicles or means including through sewers, drainage or discharge systems or bodies of fresh or salt water, in circumstances which require or may require now or in the future remedial, preventative, mitigation, investigative, restoration or rehabilitation action pursuant to any Applicable Law, including any Environmental Laws; and
- (e) to the Vendors' Knowledge, the Leased Premises does not contain any mould, including toxic mould, fungi or spores.



(5) **Storage Tanks etc. and Environmental Assessments.** Except as disclosed in Schedule 3.5(5) of the Triani Disclosure Letter:

- (a) to the Vendors' Knowledge, there are no underground or above ground storage tanks, pits, lagoons or waste disposal areas located on, at, in or under any of the Leased Premises in violation of any Environmental Laws or in circumstances which give or may give rise to liability under any Applicable Law, including any Environmental Laws;
- (b) All environmental assessments and environmental studies and reports relating to the Leased Premises and assets of the Company are identified in Schedule 3.5 of the Triani Disclosure Letter and copies thereof have been made available to the Purchaser.

(6) **No risky location.** To the Vendors' Knowledge, the Leased Premises are not located in whole or in part within a protected zone, erosion zone, landslide zone or one subject to other natural disasters, protective strip of land, risk zone, floodplain, or flood zone, lakeshore, riverbank or wetland, as defined under Environmental Laws.

(7) **Environmental Documentation.** The Vendors have delivered to the Purchaser complete copies of all written communications dated prior to the date hereof between the Company and any Government Authority having authority under Environmental Laws.

(8) **Changes to Environmental Laws.** Except as disclosed in Schedule 3.5 of the Triani Disclosure Letter, to the Vendors' Knowledge, there are no pending or proposed changes to Environmental Laws which would render illegal or restrict the manufacture or sale of any products manufactured or sold or services provided by the Company.

### **Section 3.6 Employment Matters**

(1) **Applicable Law.** The Company is in compliance in all material respects with all Applicable Law relating to employment and labour matters, including any provision thereof relating to wages, hours of work, worker classification (including the proper classification of workers as independent contractors and employees), vacation pay, termination of employment, pay equity, employment equity, discrimination in employment, overtime pay, occupational health and safety, workers' compensation and human rights. Except as disclosed in Schedule 3.6(1) of the Triani Disclosure Letter there are no threatened or outstanding employment or labour related claims, complaints, investigations or Orders under any Applicable Law, nor, to the Vendors' Knowledge, are there any circumstances which could give rise to such claims, complaints, investigations or Orders under any Applicable Law. The Company has withheld all amounts required by Applicable Law to be withheld from payments made to employees, contractors and consultants including, but not limited to, those with respect to income Tax withholdings, statutory pension plan contributions and employment insurance premiums and remittances, and the Company has remitted such amounts to the appropriate Governmental Authority within the times required by Applicable Law.

(2) **Employees.** Schedule 3.6(2) of the Triani Disclosure Letter contains: (i) the number of employees and independent contractors engaged by the Company; and (ii) a list of the Key Employees and a description of the services performed by each. Except as set out in Schedule

3.6(2) of the Triani Disclosure Letter, no employee of the Company is on long-term disability leave, extended absence, absent due to an occupational injury or illness, or or receiving benefits for disability. Correct and complete copies of all agreements with each employee have been delivered to the Purchaser. The Company is not party to any agreement with an employee, through an employment agreement, offer letter or any other type of contract, under which the employee is guaranteed (i) employment for any duration, (ii) compensation or benefits at a certain level; or (iii) severance or termination pay.

(3) **Employee Plans.** Except as disclosed in Schedule 3.6(3) of the Triani Disclosure Letter, the Company does not have a pension plan, profit sharing plan or bonus plan, group insurance or similar plan, or Material Contract, undertaking or arrangement, whether oral, written or implied, for employees (each, a “**Company Benefit Plan**”). The Company has delivered to the Purchaser true, correct and complete copies of the following documents with respect to Company Benefit Plans, to the extent applicable: (i) the most recent plan documents and all amendments thereto; (ii) the most recent summary plan description; (iii) the most recent trust instruments, insurance contracts and contracts with third party administrators and all amendments thereto; and (iv) where the Company Benefit Plans are oral commitments, written summaries of the terms thereof.

(4) **Employee Policies, Rules, etc.** Schedule 3.6(4) of the Triani Disclosure Letter lists all material policies, procedures and work-related rules of the Company in effect with respect to employees of the Company, whether written or oral, including policies regarding holiday, sick leave, vacation, disability and death benefits, termination and severance pay, automobile allowances and rights to company-provided automobiles and expense reimbursements (collectively, “**Employee Policies**”). Copies of all documentation establishing or relating to the Employee Policies or, where the Employee Policies are oral commitments, written summaries of the terms of such Employee Policies, and the most recent financial statements and actuarial reports and all reports and returns in respect of the Employee Policies filed with any regulatory agency or other Governmental Authority within one year prior to the date hereof have been provided to the Purchaser.

(5) **Employee Contracts.** Except as disclosed in Schedule 3.6(5) of the Triani Disclosure Letter, the Company is not a party to any contract, policy, plan or practice with or relating to: (i) any employee which cannot be terminated on reasonable notice and without penalty (other than payment of any severance payable in accordance with Applicable Law); (ii) the payment of any retention, change of control, golden parachute, golden handcuff, “pay to stay” or other similar payment or entitlement; or (iii) any individual director, contractor, consultant, agent or agency employee which cannot be terminated at-will and without penalty. All individuals who have performed services for the Company as contractors, consultants, agents and agency employees have been properly classified as such pursuant to all Applicable Laws.

(6) **Labor Representation.** The Company is not a party to or bound by any labor or collective bargaining agreement with a union. To Vendors’ Knowledge, (i) no petition has been filed or proceedings instituted by any employee or group of employees with any labor relations board seeking recognition of a bargaining representative, and (ii) there is no organizational effort currently being made or threatened in writing by, or on behalf of, any labor union to organize employees and no written demand for recognition as a bargaining representative of employees of the Company has been made by, or on behalf of, any labor union.

(7) **Effect of this Agreement.** The consummation of the transactions contemplated by this Agreement will not constitute an event under any of the Employee Policies or any Contract with a present or former employee, consultant, contractor, agent, director or officer, which will or may result in any severance or other payment or in the acceleration, vesting or increase in benefits with respect to any present or former employee, consultant, contractor, agent, director or officer. To the Vendors' Knowledge, no indication has been received by the Company that any employee will give, or have given, notice of an intention to terminate their employment relationship with the Company as a result of the sale of the Triani Canada Shares or for any other reason. To the Vendors' Knowledge, the relationships of the Company with each of its employees are satisfactory and there are no unresolved disputes with any such employee.

### **Section 3.7 Conduct of Business**

(1) **Absence of Certain Changes of Events.** Since the Statement Date, except as set forth in Schedule 3.7 of the Triani Disclosure Letter, the Business has been carried on in the Ordinary Course of Business and there has not been any Material Adverse Change in the affairs, prospects, operations, assets or financial condition of the Business or of the Company. Since the Statement Date, the Company has not, without the prior consent of the Purchaser, or as part of the Vendors' Reorganization:

- (a) incurred any obligation or liability (fixed or contingent) or Indebtedness, except normal trade or business obligations incurred in the Ordinary Course of Business, none of which has or would cause a Material Adverse Effect to the Company;
- (b) paid or satisfied any obligation or liability (fixed or contingent), except:
  - (i) current liabilities included in the Annual Financial Statements;
  - (ii) current liabilities incurred since the Statement Date in the Ordinary Course of Business; and
  - (iii) scheduled payments pursuant to obligations under loan agreements or other contracts or commitments described in this Agreement;
- (c) waived, cancelled or written off any rights, claims, accounts receivable or any amounts payable to the Company, except in the Ordinary Course of Business;
- (d) entered into any transaction, Contract, agreement or commitment, except in the Ordinary Course of Business;
- (e) terminated, discontinued, closed or disposed of any plant, facility or business operation;
- (f) made any material change with respect to any method of management, operation or accounting in respect of the Business;
- (g) suffered any damage, destruction or loss (whether or not covered by insurance) which constitutes a Material Adverse Effect or could constitute a Material Adverse Effect on the Business or the financial condition of the Company;

- (h) increased any form of compensation or other benefits payable or to become payable to any of the current or former employees, directors, officers, contractors, consultants, agents or agency employees of the Company, except increases made in the Ordinary Course of Business which, in the case of employees, do not exceed 2%, in the aggregate, of the amount of the aggregate salary compensation payable to all of the Company's employees prior to such increase;
- (i) suffered any extraordinary loss relating to the Business;
- (j) made or incurred any material change, financial or otherwise, in, or become aware of any event or condition which is likely to result in a Material Adverse Effect, financial or otherwise, in, the Business or in the condition of the Company or its assets or its relationships with its customers, suppliers or employees; or
- (k) authorized, agreed or otherwise become committed to do any of the foregoing.

(2) **Suppliers.** Schedule 3.7(2) of the Triani Disclosure Letter contains a list of the 20 largest suppliers (by dollar volume) of materials or services provided to the Company during the twelve-month period ended March 31<sup>st</sup>, 2024, summarizing the existing contractual arrangements with each such supplier. Except as disclosed in Schedule 3.7(2), there is no sole-source supplier of significant materials or services to the Company with respect to which practical alternative sources of supply are not available on comparable terms and conditions. To the Vendors' Knowledge, the relationships of the Company with each of its principal suppliers are satisfactory and there are no unresolved disputes with any such supplier. No such suppliers has communicated to the Company the intention to reduce substantially the quantity of products or services it sells to the Company.

(3) **Customers.** Schedule 3.7(3) of the Triani Disclosure Letter contains a list of the 20 largest customers (by dollar volume) of the Company during the twelve-month period ended March 31<sup>st</sup>, 2024, summarizing the existing contractual arrangements with each such customer. To the Vendors' Knowledge, except as set out in Schedule 3.7(3) of the Triani Disclosure Letter, no facts exist which could reasonably be expected to result in the loss of any customers or sources of revenue of the Business which, in the aggregate, would be material to the Business or the financial condition of the Company. To the Vendors' Knowledge, no indication has been received that any significant customer or number of customers will or may cease to deal with the Company as a result of the sale of the Triani Canada Shares or for any other reason. To the Vendors' Knowledge, the relationships of the Company with each of its principal customers (including the 20 largest customers listed in Schedule 3.7(3) of the Triani Disclosure Letter) are satisfactory and there are no unresolved disputes with any such customers. To the Vendors' Knowledge, no such customer has communicated to the Company the intention to reduce the quantity of products or services it purchases from the Company.

(4) **Necessary Assets.** Except as disclosed in Schedule 3.7(4) of the Triani Disclosure Letter, the properties and assets owned or leased by the Company constitute all the property and assets used or held for use in connection with the Business and are sufficient for the conduct of the Business in the Ordinary Course of Business and include all proprietary rights, trade secrets and other property and assets, tangible and intangible, applicable to or used in connection with the Business. Neither the Vendors nor any other Person owns any property or assets which are being used in or are reasonably necessary to carry on the Business in the Ordinary Course of Business

except property or assets leased or licensed to the Company, including any licensed Intellectual Property, as disclosed in this Agreement.

(5) **Restrictions on Doing Business.** The Company is not a party to or bound by any agreement or commitment which would restrict or limit its rights to carry on or compete in any business or activity or to solicit business or personnel from any Person or in any geographical area or otherwise to conduct the Business as currently conducted and as proposed to be conducted. The Company is not subject to any legislation or any judgment, Order or requirement of any court or other Governmental Authority which is not of general application to Persons carrying on a business similar to the Business. To the Vendors' knowledge, there are no facts or circumstances which could cause a Material Adverse Change in the ability of the Company to continue to operate the Business as presently conducted after Closing.

(6) **Contracts.** Schedule 3.7(6) of the Triani Disclosure Letter lists or identifies all Material Contracts. The Company is not, nor to the Vendors' Knowledge is any other party to any Material Contract, in default under any Material Contract in any material respect, and to the Vendors' Knowledge, there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by the Company or, to the Vendors' Knowledge, any other party to any Material Contract. Each Material Contract is in full force and effect, unamended by written or oral agreement, and the Company is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. The Company has not received any written notice of a default by the Company under any Material Contract or of a dispute between the Company and any other Person in respect of any Contract. The completion of the Purchase will not afford any party to any Material Contract or any other Person the right to terminate any Material Contract nor will the completion of such transactions result in any additional or more onerous obligation on the Company under any Material Contract. A correct and complete copy of each written Material Contract has been delivered to the Purchaser.

(7) **Licenses.** Schedule 3.7(7) of the Triani Disclosure Letter lists all Licenses and such Licenses are the only Licenses required for the operation of the Business. Such Licenses are held by the Company free and clear of any and all Encumbrances. The Business is being conducted by the Company in material compliance with all terms and conditions of the Licenses and in compliance with the Territorial Laws. The Licenses are valid and are in full force and effect, the Company is not in violation of any term or provision or requirement of any License, and no Person has threatened in writing to revoke, amend or impose any condition in respect of, or commenced proceedings to revoke, amend or impose conditions in respect of, any License. Except as set forth on Schedule 3.7(7) of the Triani Disclosure Letter, the Purchaser may, immediately following the Closing, rely upon all such Licenses for the lawful operation of the Business under Territorial Laws without transfer, reissuance, consent, payment or other action with, to, from or by any Governmental Authority in such license jurisdictions.

(8) **Consents.** Except for the required consents as specified in Schedule 3.7(8) of the Triani Disclosure Letter (the "**Required Consents**"), no Consent of, or filing, declaration or registration with, or notice to any Governmental Authority or any other Person, which has not been received or made, is required to be obtained or made by the Vendors, the Company for the execution and delivery of this Agreement or for the consummation of the transactions contemplated by this Agreement. Each Required Consent has been obtained and is in full force and effect. Except for the Required Consents, neither the Company nor the Vendors are under any obligation, contractual

or otherwise, to request or obtain any Consent or to give any notice to any Governmental Authority or other Person:

- (a) by virtue of or in connection with the execution, delivery or performance by the Vendors of this Agreement or the completion of the Purchase;
- (b) to avoid the loss of any License or to avoid the violation, breach or termination of, or any default under, or the creation of any Encumbrance under the terms of, any Applicable Law;
- (c) to avoid conflicting with, resulting in a violation or breach of, resulting in the loss of any material benefit under, constituting a material default (or an event which, with notice or lapse of time, or both, would constitute a Material Adverse Change) under, resulting in the termination, modification or cancellation of or a right of termination, modification or cancellation under, or accelerating the performance required under, any Contract related to the Business; or
- (d) in order that the authority and ability of the Company to carry on the Business in the Ordinary Course of Business and in substantially the same manner as presently conducted remains in good standing and in full force and effect as of and following the Purchase.

(9) **Compliance with Laws.** To the Vendors' Knowledge, except as set out on Schedule 3.7(9) of the Triani Disclosure, the Company is carrying on the Business and is not in violation in any material respect of any Territorial Laws. To the extent there is in this Agreement a more specific representation and warranty dealing with a specific area of law (e.g. employment), that representation and warranty will supersede and fully replace this representation and warranty.

(10) **Insurance.** Schedule 3.7(10) of the Triani Disclosure Letter sets out a list of all insurance policies (including the name of the insurer, policy number, coverage limits, amount of deductible, type of insurance, expiry date, annual premiums and details of pending claims) maintained by, or for the benefit of, the Company in respect of its assets, business operations, directors, officers and employees. All such insurance policies are valid and enforceable and in full force and effect and provide insurance, including liability and product liability insurance, in such amounts and against such risks as is customary for companies engaged in businesses similar to that carried on by the Company to protect the employees, properties or assets, except as would not adversely affect the Company. The Company is not in default with respect to the payment of any premium, is in compliance with any of the provisions contained in any such insurance policy, and the Company has not failed to give any notice or present any claim within the appropriate time.

(11) **Litigation.** Except as set out on Schedule 3.7(11) of the Triani Disclosure Letter, there are no actions, applications, complaints, claims, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of the Company, or the Vendors), pending or, to the Vendors' Knowledge, threatened, by or against or affecting the Vendors, the Company, or otherwise affecting any of its respective properties or assets, at law or in equity, or before or by any court or other Governmental Authority, domestic or foreign, nor are there grounds, to the Vendors' Knowledge, on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.

(12) **Anti-Corruption and Trade Compliance Practices.** The Company and its directors, officers, employees, agents, consultants and representatives conduct and at all times have conducted the Business in compliance with all Territorial Laws related to anti-bribery, anti-corruption, money laundering, export restrictions, anti-boycott regulations and embargo regulations and all Territorial Laws which imposes economic sanctions or prohibits the sale of any good or service to, or the purchase of any good or service from, any Person or Governmental Authority (collectively “**Anti-Corruption and Trade Practices Laws**”). No action, suit, proceeding or, to the Vendors’ Knowledge, investigation involving the Company or any of its directors, officers, employees, agents, consultants or representatives with respect to any applicable Anti-Corruption and Trade Practices Laws is pending or, to the Vendors’ Knowledge, threatened. Without limiting the generality of the foregoing, to the Vendors’ Knowledge the Company, nor any of its directors, officers, employees, agents, consultants or representatives:

- (a) has, in the course of any action for, or on behalf of, the Company or a subsidiary
  - (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) paid or received any bribe or otherwise unlawfully offered or provided, directly or indirectly, anything of value to (or received anything of value from) any foreign or domestic government employee or official or any other Person, or (iii) violated or taken any act that would violate any provision of the *Corruption of Foreign Public Officials Act* (Canada), *Criminal Code* (Canada), the *U.S. Foreign Corrupt Practices Act of 1977* or other similar laws of other jurisdictions, in each case to which the Company is subject;
- (b) is a Person identified under any Anti-Corruption and Trade Practices Laws or otherwise a target of economic sanctions under any other Territorial Law; or
- (c) has engaged in any business with any Person with whom, or for a purpose that, or in any country in which, it is prohibited for a Person to engage under any Anti-Corruption and Trade Practices Laws.

The Company has adopted, implemented and maintained policies and procedures as required by its Licenses designed to ensure, and which are reasonably expected to ensure, continued compliance with applicable Anti-Corruption and Trade Practices Laws.

### **Section 3.8 Tax Matters**

(1) Except as set out in Schedule 3.8 of the Triani Disclosure Letter, the Company has duly and on a timely basis prepared and filed with each Governmental Authority all Tax Returns required to be filed by Applicable Law, and all such Tax Returns are true, complete and correct in all material respects. Copies of (a) all Tax Returns filed in respect of the three fiscal years of the Company ending prior to the date hereof, and (b) all Tax Returns filed with a Governmental Authority in respect of the current fiscal year of the Company, have been provided to the Purchaser.

(2) The Company has paid, collected and remitted all Taxes and instalments on account of Taxes, which are due and payable, collectible or remittable, as the case may be regardless of whether shown in any Tax Return. Adequate provision will be made in the Annual Financial Statements for all material Taxes for the periods covered by the Annual Financial Statements. The Company has no material liability or accrued or accruing liability for Taxes other than those arising

in the Ordinary Course of Business since the Statement Date. There are no Encumbrances for Taxes upon the Company's assets (other than current Taxes not yet due and payable).

(3) Except as disclosed in Schedule 3.8 of the Triani Disclosure Letter, there are no actions, suits, proceedings, investigations, deficiencies, adjustments, audits or claims now pending or, to the Vendors' knowledge, threatened, against the Company in respect of Taxes, and there has at no time within the past five years been a matter under discussion, dispute, audit or appeal with any Governmental Authority relating to Taxes. Neither the Company nor the Vendors have received any written indication from any Governmental Authority that an assessment or reassessment of the Company is proposed in respect of any Taxes, regardless of its merits.

(4) Except as set out in Schedule 3.8 of the Triani Disclosure Letter, there are no Contracts, waivers or other arrangements providing for any extension of time with respect to the filing of any Tax Return or the payment of any Taxes by the Company or the period for any assessment or reassessment of Taxes. The Company has not requested, received or entered into any advance Tax rulings or advance pricing agreements with any Governmental Authority which have continuing effect. The Company is not party to or bound by any Tax allocation, indemnity or sharing agreement which has continuing effect.

(5) The Company has not acquired property or services from, or sold property or rendered services to, any Person not dealing at arm's length with it (for purposes of the Tax Act), or from or to any Person in circumstances that could result in the Company becoming liable to pay an amount in respect of Taxes of such Person under the Tax Act, and the Company is in compliance with any Applicable Law in respect of transfer pricing.

(6) The Company has withheld from each amount paid or credited to any Person the amount of Taxes required to be withheld and has remitted such Taxes to the proper Governmental Authority within the time required under Applicable Law.

(7) Except as set out in Schedule 3.8 of the Triani Disclosure Letter, no claim has ever been made in writing by any Governmental Authority in a jurisdiction where the Company does not presently file Tax Returns that it is or may be subject to taxation by that jurisdiction or is required to file Tax Returns in that jurisdiction, which claim has not been resolved. Schedule 3.8 of the Triani Disclosure Letter shows each jurisdiction in which the Company files or is or has been required to file Tax Returns, and no circumstances exist that require or could require a Tax return to be filed or Taxes to be or become due or payable in any other jurisdiction.

### **Section 3.9 Property Rights and Technology**

#### **(1) Intellectual Property**

- (a) Schedule 3.9(1)(a) of the Triani Disclosure Letter contains a true and correct list of all Business Intellectual Property that is Registered Intellectual Property owned by the Company. Each item of Registered Intellectual Property listed on Schedule 3.9(1)(a) of the Triani Disclosure Letter is valid and subsisting. With respect to each item of Registered Intellectual Property listed on Schedule 3.9(1)(a) of the Triani Disclosure Letter, the Company has made all necessary payments and filed all necessary documents for the purposes of prosecuting, establishing ownership and maintaining such Registered Intellectual Property in the name of the Company,



and there are no interference, re-examination, cancellation or opposition proceedings associated therewith. To the Vendors' Knowledge, there are no facts that reasonably could be expected to render any of the Business Intellectual Property invalid or unenforceable or adversely affect the ability of the Company to use the Business Intellectual Property immediately following the Closing Date in the same manner used and contemplated to be used by the Company prior to the Closing Date.

- (b) Schedule 3.9(1)(b) of the Triani Disclosure Letter contains a true and complete list of all Proprietary Software and Proprietary Databases. Schedule 3.9(1)(b) of the Triani Disclosure Letter contains a true and correct list of (i) each item of Open-Source Software that is contained in, bundled with, distributed with or linked to the Proprietary Software or Proprietary Databases, or from which any part of the Proprietary Software or Proprietary Databases is derived, (ii) the applicable license terms for each such item of Open-Source Software, (iii) the Proprietary Software or Proprietary Database to which each such item of Open-Source Software relates, and (iv) an indication of whether the code underlying the Open-Source Software is modified or distributed by the Company. The Open-Source Software listed on Schedule 3.9(1)(b) of the Triani Disclosure Letter does not have license or other usage terms that require, as a condition of the Company's use of the Proprietary Software and Proprietary Databases as currently conducted in the Business, that the Proprietary Software or Proprietary Databases or data incorporated into, derived from or internally distributed with the Proprietary Software and Proprietary Databases be (x) disclosed or, in the case of Proprietary Software, distributed in source code form, (y) licensed for the purpose of making derivative works, (z) redistributable at no charge, or otherwise impose any other material limitation, restriction or condition on the right or ability of the Company to use or distribute the Proprietary Software or Proprietary Databases. The Company has implemented reasonable compliance programs and anti-malware technologies in accordance with industry standards to prevent the Proprietary Software and the Proprietary Databases, and the Company's Computer Systems, from containing any material programming errors or Harmful Code.
- (c) Schedule 3.9(1)(c) of the Triani Disclosure Letter contains a true and complete list of all Licensed Software and Licensed Databases, together with a list of the relevant license(s) therefor. With respect to all Licensed Software and Licensed Databases, the Company has licensed a sufficient number of 'seats' or 'users' to account for its use of such Licensed Software and Licensed Databases.
- (d) Schedule 3.9(1)(d) of the Triani Disclosure Letter contains a true and complete list of all Business Intellectual Property that any Person other than the Company owns (excluding Licensed Software, Licensed Databases and Off-the-Shelf Software).
- (e) Schedule 3.9(1)(e) of the Triani Disclosure Letter contains a true and complete list of (i) each license or other right to use any Business Intellectual Property that the Company has granted to any other Person and (ii) the item of Business Intellectual Property to which the license or other right relates, other than end user license agreements pursuant to publicly posted terms. The Company is not bound to any Contract containing a covenant or other provision that (x) limits or restricts the

ability of the Company to use, exploit, license or commercialize the Proprietary Software or Proprietary Databases in any material respect or (y) requires the Company to license any Proprietary Software or Proprietary Databases to any Person outside of the Ordinary Course of Business. No Person has a perpetual or irrevocable right to access or use the Proprietary Software or Proprietary Databases.

- (f) The Company owns all right, title and interest in and to, or are licensed to use pursuant to a valid, written license agreement, all Business Intellectual Property, in each case free and clear of all Encumbrances except Permitted Encumbrances. All Business Intellectual Property will be available for use by the Company immediately after Closing in the same manner as used prior to Closing. The Business Intellectual Property comprises all Intellectual Property necessary for the Company to conduct the Business in the same manner as it was conducted immediately prior to Closing.
- (g) To the Vendors' Knowledge, the operation of the Business as presently conducted, and the Company's use of the Business Intellectual Property as presently used, does not infringe, violate or misappropriate any Intellectual Property of any other Person. To the Vendors' Knowledge, the Company, and the prior operation of the Business has not previously materially infringed, violated or misappropriated the Intellectual Property of any other Person. The Company has not received any written notice or written claim from any other Person alleging that the Company infringes, violates or misappropriates any Intellectual Property of any other Person. There are no current actions or, to the Vendors' Knowledge, threats of actions in which the Company has alleged the infringement, violation or misappropriation of any Business Intellectual Property by any other Person, and, to the Vendors' Knowledge, there has been no infringement, violation or misappropriation by any other Person of the Business Intellectual Property owned by the Company. None of the Business Intellectual Property owned by the Company and, to the Vendors' Knowledge, none of the Business Intellectual Property owned by another Person, is subject to any Order issued by a Governmental Authority that prevents the use thereof by the Company. To the Vendors' Knowledge, no action is pending or threatened against the Company that challenges either (i) the legality or validity of any Business Intellectual Property owned by the Company or (ii) a right of the Company to enforce, use or own any Business Intellectual Property, nor is there a valid basis for any such action. None of the Business Intellectual Property owned by the Company was developed, authored or conceived either exclusively or partially with funds from a Governmental Authority or using the facilities of any Governmental Authority that would grant any ownership right or license therein to any Person.
- (h) The Company has taken commercially reasonable measures to maintain and protect (a) all of the Business Intellectual Property owned by the Company and (b) any confidential information that has been disclosed to it by another Person, in each case so as not to adversely affect the validity or enforceability thereof, and to the Vendors' Knowledge, no loss or expiration of any of Business Intellectual Property owned by the Company is threatened or pending, except for Intellectual Property expiring at the end of its statutory term (and not as a result of any act or omission by the Company, including any failure to pay any required maintenance fees).

- (i) To the Vendors' Knowledge, all current and former employees of the Company, and all current and former consultants and contractors retained by the Company, have executed and delivered to the Company written agreements in which they agree to maintain the confidentiality of confidential Business Intellectual Property, assign to the Company any Intellectual Property they may have in any Business Intellectual Property which may arise in their name. In each case where the Company has acquired ownership of any Intellectual Property from any Person, the Company has obtained a valid and enforceable assignment sufficient to irrevocably assign to the Company ownership of, and all right title and interest to, such Intellectual Property, and a valid and enforceable waiver of moral rights sufficient to defend any claim therefor.
- (j) The Company (and its employees, officers, directors, consultants and contractors) have not disclosed any trade secrets other than pursuant to a valid and enforceable confidentiality agreement. To the Vendors' Knowledge, there has been no unauthorized disclosure of any trade secrets included in the Business Intellectual Property or breach of any obligations of confidentiality with respect to such trade secrets.
- (k) No portion of any source code for the Proprietary Software has been delivered, licensed or made available to any Person, except to employees and contractors of the Company who are authorized to use the source code only for the Company's internal business purposes and who are bound to valid, written Contracts requiring the employee or contractor to maintain the confidentiality of such source code. No Persons have any right to receive a copy of the source code for the Proprietary Software, whether from escrow or otherwise.
- (l) Except as set out in Schedule 3.9(1) of the Triani Disclosure Letter, no current or former employees, directors, officers, shareholders, consultants, advisors or non-arm's-length persons of the Company are direct or indirect licensors of any Intellectual Property.

(2) **IT Systems**

- (a) The Computer Software, Computer Databases, systems, servers, network equipment and other information technology systems used by the Company (collectively, the "**IT Systems**") are in all material respects adequate and sufficient (including with respect to working condition and capacity) for the conduct and operation of the Business. The Company (and any Persons acting on its behalf) has taken commercially reasonable measures that comply with applicable industry security standards to maintain the performance, security, and integrity of the IT Systems. The Company has commercially reasonable back-up and disaster recovery arrangements in the event of a failure of the IT Systems.
- (b) The Company has in place commercially reasonable back-up systems (including electrical power, telecommunications, heating, ventilating, air conditioning and water systems) and business continuity and disaster recovery plans, procedures and facilities necessary to ensure the continuing availability of the functionality provided by the Computer Systems in the event of any malfunction or other form

of unscheduled unavailability affecting the Computer Systems and has taken all reasonable steps and implemented all reasonable procedures appropriate to safeguard the Computer Systems and prevent unauthorized access to the Computer Systems.

- (c) Schedule 3.9(2)(c) of the Triani Disclosure Letter sets forth a complete and accurate list of all physical locations of the Computer Systems, but excluding Computer Systems owned by employees or contractors for the purposes of conducting remote work. Except as set forth in Schedule 3.9(2)(c) of the Triani Disclosure Letter, the listed Computer Systems are validly owned by the Company. To the extent that Computer Systems or the use thereof are provided to the Company or a subsidiary by a third party, including a provider of software as a service, platform as a service, infrastructure as a service, or other such resources, except as outlined in Schedule 3.9(2)(c) of the Triani Disclosure Letter, the Company has a written agreement with such third party. Copies of all such agreements have been provided to the Purchaser. All such agreements are in good standing and in full force and effect and enforceable by the Company in accordance with their terms.
- (d) All the source code for the computer software used in the Company's Computer Systems (other than unmodified, commercial off-the-shelf computer software generally available to the public or businesses) is in the possession of the Company or, is subject to written source code escrow agreements that would enable the Company to have access to such source code in the event of the applicable licensor's insolvency or failure or refusal to maintain or provide support for the software. Copies of all such agreements have been provided to the Purchaser. All such agreements are in good standing and in full force and effect and enforceable by the Company in accordance with their terms.

(3) **Privacy**

- (a) Except as disclosed in Schedule 3.9(3) of the Triani Disclosure Letter, the Company has reasonably maintained and materially complied with a written information security program ("**Information Security Program**") that (i) complies in all material respects with Territorial Laws, including all applicable privacy and data security laws, and in all material respects with its commitments under Contracts to which the Company is a party, and (ii) is designed and implemented in accordance with applicable industry security standards in all material respects. The Company's Information Security Program includes administrative, technical, and physical safeguards appropriate to the Company's size and complexity and the nature and scope of its activities. The Company's written Information Security Program is, at a minimum, designed to:
  - (i) ensure the security, integrity and confidentiality of all Personal Information and other sensitive customer information that the Company processes;
  - (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of any Personal Information or other sensitive customer information that the Company processes;

- (iii) protect against unauthorized access to or use of Personal Information or other sensitive customer information that the Company processes; and
  - (iv) ensure compliance with the foregoing requirements by the Company's employees, contractors, representatives, service providers and Vendors.
- (b) The Company has taken commercially reasonable administrative, technical and physical measures to ensure that all User Data and Personal Information is protected against loss, damage, and unauthorized access, use, modification or other misuse. To the Vendors' Knowledge, there have been no Security Incidents. No Person or Governmental Authority has made any written complaint or claim, or to the Vendors' Knowledge, commenced any investigation, claim or proceeding, with respect to any Security Incident.
- (c) The consummation of the transactions contemplated by this Agreement will not violate any of the Company's policies or Contracts, or require the Company to provide any notice to, or seek any consent from, any user, employee, customer, supplier, service provider or other third party under such Contracts as it relates to User Data or Personal Information, except for any notice requirement under Applicable Law related to the collection, use and disclosure of Personal Information. Except for restrictions set out in Applicable Law related to the collection, use and disclosure of Personal Information and the policies and consents under which any User Data or Personal Information was collected, there shall be no restriction on the use by the Purchaser of User Data or Personal Information collected by the Company prior to the Closing Date. The manner in which User Data and Personal Information has been obtained by the Company materially complies with: (i) all Applicable Law related to the collection, use and disclosure of Personal Information; and (ii) the Company's policies and procedures as described in this Agreement.
- (d) The Company is, and has always been, conducting the Business in compliance, with all Applicable Law relating to or governing (i) the collection, compilation, use, storage, security, disclosure and transfer of User Data and Personal Information; (ii) sending, causing or permitting to be sent to an electronic address a commercial electronic message, and (iii) installing or causing to be installed a computer program on any other Person's computer systems.

### **Section 3.10 General Matters**

- (1) **Broker Fees.** Neither the Vendors, the Company, nor their respective Affiliates and representatives, has employed any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or any commission from the Company upon consummation of the transactions.
- (2) **Documents.** The Vendors have provided the Purchaser true and complete copies of all Contracts, agreements, documents, instruments and other materials referred to in this Agreement or otherwise made available to the Purchaser in the Vendors' Virtual Data Room in accordance with Section 1.5, as the same may have been amended, restated or replaced from time to time, including all schedules and exhibits relating thereto.

### **Section 3.11 U.S Securities Matters**

- (1) Each of the Vendors is not a U.S. Person and are not acquiring the applicable Closing Consideration Shares on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States.
- (2) The Vendors' voting equity is beneficially owned by Persons resident outside the United States and the Vendors' affairs are wholly controlled and directed from outside of the United States.
- (3) The Vendors have no intention to distribute either directly or indirectly any of the Closing Consideration Shares in the United States, except in compliance with the U.S. Securities Act.
- (4) The Vendors have no intention to use the Transaction to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws.

## **ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER**

The Purchaser represents, warrants and covenants to the Vendors and acknowledges that the Vendors are relying on the accuracy of each such representation, warranty and covenant in entering into this Agreement and completing the Purchase.

### **Section 4.1 Purchaser Matters**

- (1) **Status and Capacity of Purchaser.** The Purchaser has been duly incorporated and organized, is a subsisting company in good standing under the laws of the jurisdiction of its incorporation, and has the corporate power and capacity to own, sell and operate its property, carry on its business, execute and deliver this Agreement, issue the Purchaser Shares, consummate the Purchase and otherwise perform its obligations under this Agreement.
- (2) **Authorization of Purchase.** The execution and delivery of this Agreement and the consummation of the Transaction: (a) have been duly and validly authorized by all necessary corporate action on the part of each member of the Purchaser and no other corporate proceedings on the part of each member of the Purchaser are necessary to authorize this Agreement or the Purchase, and (b) do not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the Purchaser's constating documents, shareholders' agreements, resolutions of its board of directors or shareholders, or contracts by which it is bound.
- (3) **Enforceability.** This Agreement has been duly and validly executed and delivered by the Purchaser and is a valid and legally binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.
- (4) **No Conflict.** The execution, delivery and performance by the Purchaser of this Agreement does not (and would not with the giving of notice, the passage of time or the happening of any other event or circumstance) result in a breach or a violation of, or conflict with, any judgement,

judicial order or decree of any Governmental Authority, or a breach or a violation of, or conflict with, any Applicable Law.

(5) **Purchaser's Activities.** Since September 30, 2023: (i) there has not been any Material Adverse Change in the business, assets, liabilities, obligations (absolute, accrued, contingent or otherwise), condition (financial or otherwise), prospects or results of operations of Purchaser (considered on a consolidated basis); (ii) there has not been any Material Adverse Change in the equity capital or long-term debt of Purchaser (considered on a consolidated basis); and (iii) the Purchaser has carried on business in the ordinary course. The Purchaser has no assets other than the natural spring water sources further described in Schedule "D" hereto, which have been valued at approximately \$5,657,862.

(6) **Liabilities of the Purchaser.** There are no liabilities or obligations pending or, to the knowledge of the Purchaser, threatened against the Purchaser or otherwise affecting any of its properties or assets which, if determined adversely, would have a Material Adverse Effect on it or its ability to enter into this Agreement or consummate the transactions contemplated under this Agreement. There is no Order binding upon the Purchaser which limits, prohibits or constrains their ability to enter into this Agreement or consummate the transactions contemplated under this Agreement.

(7) **Litigation.** There are no: (a) actions, complaints, claims, grievances, suits or Order by any Person; (b) arbitration or alternative dispute resolution processes; or (c) any administrative or other proceedings by or before any Governmental Authority, pending or threatened against Purchaser, which prohibits, restricts or seeks to enjoin the Transactions or that would result in a Material Adverse Effect on the Purchaser or its assets.

(8) **Regulatory Approvals.** The Purchaser will take, at its cost, all such steps and proceedings as may be reasonably required to obtain all necessary consents or approvals from any applicable Governmental Authority, including the Exchange Approval, and, if applicable, the shareholders of the Purchaser with respect to the transactions contemplated in this Agreement, and will comply with all Applicable Law to obtain the required Regulatory Approvals herein.

(9) **Authorized and Issued Capital.**

- (a) The authorized share capital of Purchaser consists of an unlimited number of common shares. As of the date hereof, 144,177,462 Purchaser Shares, 10,993,750 warrants to acquire Purchaser Shares and 5,500,000 options to acquire Purchaser Shares are issued and outstanding.
- (b) Following the Consolidation, but immediately prior to payment of the Closing Consideration Shares and any issuance pursuant to the Concurrent Financing, the capitalization of the Purchaser shall consist of 28,835,492 Purchaser shares, 2,198,750 warrants to acquire Purchaser Shares and 1,100,000 options to acquire Purchaser Shares will be issued and outstanding.
- (c) Except relating to the issuance of Purchaser Shares as deferred consideration pursuant to the terms and conditions of purchase agreements entered into by the Purchaser with respect to previous acquisitions, in connection with the Concurrent Financing, or in connection with the Bridge Convertible Debentures, the Purchaser

does not and will not have any options, warrants or other securities convertible into, or exchangeable or exercisable for, Purchaser Shares. The Purchaser Shares are listed on the CSE and, except for such listing, no securities of the Purchaser are listed or quoted for trading on any other stock or securities exchange or market.

(10) **Purchaser Share Consideration.** The Purchaser Shares will be issued in accordance with the terms and conditions of this Agreement, at the time of issuance be issued, in compliance with all Applicable Law (including securities laws) and subject to all restrictions of transfer required thereby, free and clear of all Encumbrances (except as specified herein and subject to Applicable Law) and will not have been issued in violation of any purchase or call option, right of first refusal, subscription right, preemptive right or any similar right. Such Purchaser Shares will be registered as directed by the Vendors and will have been issued in compliance with all Applicable Laws, including Securities Laws. The Purchaser Shares have been duly authorized for issuance and sale by all necessary action on the part of the Purchaser and, when issued by the Purchaser and delivered by the Purchaser, will be validly issued and will be outstanding as fully paid and non-assessable. Vendors will have good and legal title to, and beneficial ownership of, such Purchaser Shares.

(11) **Financial Statements.** The financial statements of the Purchaser made available to the Vendors have been prepared in accordance with IFRS applied on a consistent basis. Such financial statements present fairly the financial position of the Purchaser as at the date thereof and the results of the Purchaser's operations and the changes in the Purchaser's financial position for the period then ending.

(12) **Cash Considerations.** Purchaser shall have the financial capability to fulfill all of its obligations hereunder, including payment of the cash payment payable to the Vendors pursuant to Section 2.2(1)(a) and Section 2.3(1).

(13) **Solvency.** No Judgment has been made and no resolution has been passed for the winding-up of the Purchaser or for a liquidator or manager to be appointed in respect of the Purchaser and no petition has been presented and no meeting has been convened for the purposes of the winding-up of the Purchaser. No administrator has been appointed in relation to the Purchaser, no documents have been filed with a court for the appointment of an administrator of the Purchaser and no notice of an intention to appoint an administrator has been given by the Purchaser or any of its directors or by a qualifying floating charge holder.

(14) **Public and Regulatory Filings.**

- (a) The Purchaser is a 'reporting issuer' in the province of British Columbia and Ontario and is in compliance, in all material respects, with the securities laws of such provinces and the applicable rules and regulations of the CSE. No delisting with respect to, the Purchaser Shares or any other securities of the Purchaser is pending or, to the knowledge of the Purchaser, threatened, and no legal proceedings have been instituted that might result in any such action being taken or order being made, and no written notification or other communication in writing from a securities regulator threatening to take any such action or make any such order has been received by the Purchaser.
- (b) The Purchaser has prepared and filed with the securities regulators in each of the jurisdiction where it is a 'reporting issuer' all material documents required to be



filed by it under Applicable Laws as a result of its status as a ‘reporting issuer’. All documents and information included in the public record were, as of their respective dates, in compliance in all material respects with Applicable Laws and did not, as of their respective dates, contain a misrepresentation (as such term is defined in the *Securities Act* (Québec)). As of the date of this Agreement (i) the Purchaser has not filed any confidential material change report or similar document that is not generally available to the public with any securities regulator or any stock exchange, and (ii) there is no adverse “material change” (as such term is defined in the *Securities Act* (Québec)) in respect of the Purchaser or the Purchaser Shares that has not been generally disclosed (within the meaning of applicable securities laws).

(15) **Access.** The Purchaser acknowledges and agrees that it and its Representatives have been permitted access to the documents included in the Vendors Virtual Data Room, including, without limitation, corporate books and records, tax returns, Contracts and other property and assets of Company and the Purchaser and its Representatives have not been denied access to any documents, assets or facilities relating the Company which have been requested to see or examine. The Purchaser acknowledges that the Vendors and their representatives have made available information to the Purchaser and its Representatives, including in particular the documents made available on the Vendors’ Data Room.

(16) **Broker Fees.** Except in connection with the payment of any finder’s fee(s) in connection with the Concurrent Financing, the Purchaser, nor its respective Affiliates and representatives, has employed any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or any commission based upon consummation of the transactions.

## **ARTICLE 5 COVENANTS**

### **Section 5.1 Interim Period Covenants of the Parties**

(1) Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all Applicable Laws that may be imposed on it with respect to the Closing.

(2) Each of the Parties shall use commercially reasonable efforts to obtain, as soon as reasonably practicable after the execution of this Agreement, any and all consents, approvals and authorizations of Governmental Authorities, or approval other Persons required in order to consummate the transactions contemplated by this Agreement, including, without limitation, the Exchange Approval and Shareholder Approval, and each Party shall cooperate with the other Parties to this Agreement in obtaining all such consents, approvals and authorizations.

(3) As promptly as practical following the execution of this Agreement, and in compliance with Applicable Laws, the Parties shall prepare and publicly file the Listing Statement and other relevant documentation, in consultation with each other, and each of the Parties shall, in all cases ensure its own compliance in all material respects with all Applicable Laws (including the requirements of Form 2A of the CSE) on the date of issue thereof.

## **Section 5.2 Interim Period Vendors Covenants**

During the Interim Period, except as otherwise consented to in writing by the Purchaser or as expressly contemplated by this Agreement, the Vendors shall cause the Company to:

- (a) carry on the Business in the usual and ordinary course in substantially the same manner as previously conducted and use their commercially reasonable best efforts to preserve intact its present business organization, use all reasonable efforts to keep available the services of its present officers and employees and preserve its relationships with customers, suppliers and others having material business dealings with it;
- (b) not create, incur, assume or guarantee any Indebtedness, or extend or modify any existing Indebtedness, without the written approval of the Purchaser;
- (c) not make any loans, advances, drawings or capital contributions to, or investments in, any Person (other than advances of expenses to employees of the Company in the Ordinary Course of Business);
- (d) not cancel any debts owed to, or waive any material claims or rights held by the Company;
- (e) keep in full force its current insurance policies, if any, or without permitting any termination, cancellation or lapse thereof, to enter into replacement policies providing coverage equal to or greater than the coverage under those cancelled, terminated or lapsed for substantially similar premiums;
- (f) not make any change in respect of any securities of the Company, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of its security, or redeem or otherwise acquire any securities of the Company;
- (g) except in the Ordinary Course of Business, not (i) increase the compensation of any director, officer, employee, consultant, contractor or agent of the Company, (ii) pay to or for the benefit of, or agree to pay to or for the benefit of, any director, officer, employee, consultant, contractor or agent of the Company any pension or retirement allowance or other benefit not required by the existing Company Benefit Plans or Contracts, or (iii) amend any of the Company Benefit Plans or other arrangements referred to in this clause (g) now in existence;
- (h) except in the Ordinary Course of Business or as part of the Vendors' Reorganization, not sell, transfer, mortgage or otherwise dispose of, or encumber, or agree to sell, transfer, mortgage or otherwise dispose of or encumber, any of the Company's properties or assets, real, personal or mixed;
- (i) deliver to the Purchaser the Annual Financial Statements on or before June 14, 2024; and

- (j) do anything that would cause any of the representations and warranties of the Vendors under this Agreement or under any other document delivered pursuant to this Agreement to be false or misleading.

### **Section 5.3 Confidentiality.**

No press release, public statement or announcement or other disclosure with respect to this Agreement or the transactions contemplated in this Agreement may be made except with the prior written consent and approval of the other Party, such consent not to be unreasonably withheld or delayed, provided that the obligation herein will not prevent any Party from making such disclosure or announcement as its counsel advises is required by applicable law or the rules and policies of the CSE or where the information contained in such disclosure or announcement has already been publicly disclosed.

## **ARTICLE 6 CONDITIONS**

### **Section 6.1 Purchaser's Conditions**

The obligations of the Purchaser under this Agreement are subject to the conditions set out in this Section 6.1 which are for the exclusive benefit of the Purchaser and all or any of which may be waived, in whole or in part, by the Purchaser, acting reasonably, by notice given to the Vendors. The Vendors shall take all actions, steps and proceedings as are reasonably within their control to cause each of such conditions to be fulfilled or performed at or before the time specified for Closing.

- (1) ***Truth of Representation and Warranties.*** All representations and warranties of the Vendors contained in this Agreement shall have been true in all material respects, except for representations and warranties that contain a materiality qualification which shall be true in all respects, as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of that date, except to the extent that any representation or warranty is specifically given as of a certain date or is affected by the occurrence of events in the Ordinary Course of Business or transactions expressly contemplated and permitted by this Agreement, or otherwise consented to in writing by the Purchaser, *provided, however,* that the Vendors' Fundamental Representations shall be true and correct in all respects (other than *de minimis* inaccuracies).
- (2) ***The Company's and the Vendors' Obligations.*** The Company and the Vendors shall have performed, in all material respects, each of their obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (3) ***Concurrent Financing.*** The Concurrent Financing shall have been completed or if completed in escrow pending Closing, then all conditions necessary to release such escrow shall have been satisfied (other than the completion of the Transaction).
- (4) ***Consolidation.*** The Consolidation shall have been completed.
- (5) ***Vendors' Closing Deliverables.*** Each of the Vendors, as applicable, shall have delivered to the Purchaser all documents and other items specified in this Agreement, including but not limited to, those specified in Section 8.2.

(6) **Consents.** The Purchaser and the Company will have obtained all authorizations, approvals, consents and other actions by, and have made all filings with, any regulatory authority from which any such authorization, approval or other action is required to be obtained or to be made in connection with the transactions contemplated herein, including the Exchange Approval and Shareholder Approval, and all such authorizations, approvals and other actions are in full force and effect and all such filings have been accepted.

(7) **No Proceedings.** No action or proceeding shall be pending or threatened which could reasonably be expected to enjoin, impair or prohibit the completion of the Purchase or which could prevent or impair the operation of the Business after the Closing Date in substantially the same manner as it was operated before the Closing Date.

(8) **Material Adverse Change.** No material damage to or destruction of a material part of the property, plant or equipment of the Company shall have occurred and no Material Adverse Change shall have occurred in the operations, condition, affairs or prospects of the Business, financial or other, including any change arising as a result of a change in Applicable Law or the revocation of any License, other than changes in the Ordinary Course of Business which, in the reasonable business judgment of the Purchaser, are not expected to cause a Material Adverse Change to the Company or the Business.

(9) **No Encumbrances.** The Company will have no Encumbrance, other than Permitted Encumbrances, on the Company's assets or have incurred any liabilities other than as reflected in the Annual Financial Statements or incurred in the Ordinary Course of Business.

(10) **Escrow Release Conditions.** The Escrow Release Conditions shall have been satisfied on or before the Closing Date.

(11) **Existing Creditors of the Company.** The Purchaser shall be satisfied, in its sole discretion, acting reasonably of any credit facilities provided by the existing creditors of the Company (Canadian Imperial Bank of Commerce, Roynat, Farm Credit Canada) or of any replacement of thereof.

(12) **Status of Leases.** The Purchaser shall be satisfied, in its sole discretion, acting reasonably, with the terms and status of the lease agreements with respect to the Leased Premises.

(13) **Registration of Leases.** The Company shall register, by way of notice, at the Land Registry Office for the Registration Division of Saint-Jean or Terrebonne, as the case may be, the rights of the Company under each of the Leases with respect to the Leased Premises, the whole pursuant to Article 2999.1 of the *Civil Code of Québec*.

(14) **Alcohol Permits.** The alcohol permits as listed in Schedule "E" hereof shall have been transferred to the Company.

## **Section 6.2 The Vendors' Conditions.**

The obligations of the Vendors under this Agreement are subject to the conditions set out in this Section 6.2 which are for the exclusive benefit of the Vendors and all or any of which may be waived, in whole or in part, by the Vendors, acting reasonably, by notice given to the Purchaser. The Purchaser shall take all actions, steps and proceedings as are reasonably within their control

to cause each of such conditions to be fulfilled or performed at or before the time specified for Closing.

(1) ***Truth of Representation and Warranties.*** All representations and warranties of the Purchaser contained in this Agreement shall have been true in all material respects, except for representations and warranties that contain a materiality qualification which shall be true in all respects, as of the date of this Agreement and as of the Closing Date with the same effect as though made on and as of that date (except to the extent that any representation or warranty is specifically given as of a certain date), *provided, however*, that the Purchaser's Fundamental Representations shall be true and correct in all respects (other than *de minimis* inaccuracies).

(2) ***The Purchaser's Obligations.*** The Purchaser shall have performed, in all material respects, each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date, including, for further clarity, the completion of the Consolidation.

(3) ***Consents.*** The Purchaser and the Company will have obtained all authorizations, approvals and other actions by, and have made all filings with, any securities regulatory authority from whom any such authorization, approval or other action is required to be obtained or to be made in connection with the transactions contemplated herein, to the extent required to be obtained prior to Closing, and all such authorizations, approvals and other actions are in full force and effect and all such filings have been accepted.

(4) ***Material Adverse Change.*** No Material Adverse Change shall have occurred in the business, results of operations, assets, liabilities, condition (financial or otherwise) or affairs of the Purchaser.

(5) ***No Proceedings.*** No legal proceeding shall be pending or threatened in writing wherein an unfavourable judgment, order, decree, stipulation or injunction would: (a) prevent consummation of any component of the transactions contemplated by this Agreement or any transaction related to the transactions contemplated by this Agreement, or (b) cause any component of the Transaction or any transaction related to the Transaction to be rescinded following consummation.

(6) ***No Investigation.*** No inquiry or investigation (whether formal or informal) in relation to Purchaser or its directors or officers shall have been commenced or threatened by any stock exchange, securities commission or other federal, state, provincial or local regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a Material Adverse Effect on the Purchaser after giving effect to the Purchase.

(7) ***Purchaser's Closing Deliverables.*** The Purchaser shall have delivered to the Vendors, as applicable, all documents and other items specified in this Agreement, including but not limited to, those specified in Section 8.3.

(8) ***Consideration Shares.*** The Closing Consideration Shares shall have been issued and registered in the respective names of 9296 and Angelpart.

(9) ***Vendors' Board Nominees.*** The 9296 Nominees shall have been appointed to the board of directors of the Purchaser, conditional upon the completion of the Transaction.

(10) **Name Change.** The Purchaser shall have completed and filed all necessary documents in accordance with the CBCA in respect of the matters to be approved at the Purchaser Meeting and the Name Change shall be effective.

(11) **Escrow Release Conditions.** The Escrow Release Conditions shall have been satisfied on or before the Closing Date.

(12) **Vendors' Reorganization.** The Vendors' reorganization shall have been completed and the License and Option Agreement and Property Option Agreement, as well as the lease agreement with regards to the Leased Properties, shall have been executed by the parties thereto, all in a form satisfactory to the Vendors, in their sole discretion but acting reasonably.

(13) **Modification to existing Creditors of the Company.** Should the existing credit facilities provided by be replaced by (Canadian Imperial Bank of Commerce, Roynat, Farm Credit Canada), then Vendors shall be satisfied, in their sole discretion but acting reasonably, of such replacement, should such replacement represent material changes to the existing credit facilities.

(14) **Employment Agreement.** An employment agreement between each of the Ultimate Beneficial Owners and the Company shall have been executed by the parties thereto, all in form and substance satisfactory to the Vendors, in their sole discretion, acting reasonably.

## **ARTICLE 7 SURVIVAL AND INDEMNITIES**

### **Section 7.1 Survival, Notice by the Purchaser**

No Damages may be recovered for a breach of a representation or warranty pursuant to Section 7.2 or Section 7.2(f), unless a Claim Notice is delivered by the Party making such a claim on or before the last day of the survival period for the applicable representation pursuant to this Section 7.1 as follows:

- (a) Fundamental Representations and claims based on fraud shall survive indefinitely following the Closing Date;
- (b) with respect to Tax Representations, at any time on or before the date that is 30 days after the expiration of the last of the limitation periods applicable thereto contained in the Tax Act and any other Applicable Law subsequent to the expiration of which an assessment or reassessment or other form or recognized document assessing liability for Tax under the Tax Act or other Applicable Law, as the case may be, for the period ended on the Closing Date cannot be issued to the Company (such period to include any period extended by any agreement, waiver or arrangement with any Governmental Authority); and

all other representations and warranties shall survive for a period of two years following the Closing Date. The indemnification for matters provided for in each Section 7.2(d) and Section 7.2(f) is understood to be in addition to and not in limitation of any other indemnity provisions in this Agreement, and shall survive indefinitely following the Closing Date.

## **Section 7.2 Indemnification of Purchaser**

Subject to Section 7.5, Section 7.5(2) and Section 7.6(4), each of the Vendors, severally and jointly, covenants and agrees with the Purchaser to indemnify the Purchaser's Indemnified Parties and save them fully harmless, against, and will reimburse them for, any Damages arising from, in connection with or related in any manner whatever to:

- (a) any incorrectness in or breach of any representation or warranty of the Vendors and the Company contained in this Agreement;
- (b) any breach or any non-fulfilment of any covenant or agreement on the part of the Company or the Vendors contained in this Agreement;
- (c) any Taxes of the Company or any of its Affiliates relating to periods or any portion thereof on or prior to the Closing Date that are not reflected on the Closing Statements;
- (d) any amounts payable by the Company pursuant Superior Court decision dated February 8, 2024 (court no 700-05-020944-249) or any assessment, reassessment, or determination by made by Revenu Québec based on the same facts;
- (e) the Excluded Liabilities; and
- (f) any fact or issue disclosed in Schedule 3.5 of the Triani Disclosure Letter or any other matter related to the past or current environmental condition of any of the Leased Premises or the environmental impact of the activities conducted thereon prior to the date hereof.

## **Section 7.3 Indemnification of Vendors**

The Purchaser covenants and agrees with the Vendors to indemnify the Vendors' Indemnified Parties and save them fully harmless, against, and will reimburse them for, any Damages arising from, in connection with or related in any manner whatever to:

- (a) any incorrectness in or breach of any representation or warranty of the Purchaser contained in this Agreement; and
- (b) any breach or non-fulfilment of any covenant or agreement on the part of the Purchaser contained in this Agreement.

## **Section 7.4 Claim Notice**

(1) If an Indemnified Party becomes aware of any act, omission or state of facts that may give rise to Damages in respect of which a right of indemnification is provided for under this Article 7, the Indemnified Party shall within ten (10) Business Days (or any lesser delay should the matter be urgent by its nature) of becoming so aware give written notice thereof (a "**Claim Notice**") to the Indemnifying Party, provided that no failure to do so shall affect the Indemnifying Party's obligation to indemnify hereunder except that it is prejudiced by such failure. The Claim Notice shall specify whether the potential Damages arise as a result of a claim by a Person against the Indemnified Party (a "**Third Party Claim**") or whether the potential Damages arise as a result of

a claim directly by the Indemnified Party against the Indemnifying Party (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Direct Claim or Third Party Claim, as the case may be;
- (b) the specific sections of this Agreement pursuant to which indemnification is being sought;
- (c) the estimated amount of the potential Damages arising therefrom; and
- (d) such other information as is reasonably necessary to enable the Indemnifying Party to assess the merits of the potential claim.

(2) Nothing in this Section 7.4 shall be construed to affect the time within which a Claim Notice must be delivered pursuant to Section 7.5(1) and Section 7.5(2) in order to permit recovery pursuant to Section 7.2(a), Section 7.2(b), Section 7.2(c), Section 7.3(a), Section 7.3(b), or Section 7.2(f) as the case may be.

### **Section 7.5 Monetary Limitations.**

(1) **Damages from Vendors.** Notwithstanding anything contained in this Agreement to the contrary, from and after Closing, the Vendors shall be liable for any amounts for which the Purchaser’s Indemnified Parties are otherwise entitled to indemnification pursuant to Section 7.2(a) (other than a breach of the Vendors’ Fundamental Representations) unless the aggregate amount of all Damages for which the Purchaser’s Indemnified Parties are entitled to indemnification pursuant to Section 7.2(a) exceeds \$150,000, in which case the accumulated aggregate amount of all Damages may be recovered from such Vendor, subject to the Indemnity Cap (the “**Aggregate Claim Threshold**”).

(2) The maximum aggregate liability of each of the Vendors for Damages under Section 7.2(a) shall be limited to 200% of the aggregate Cash Balance Consideration paid or payable to the Vendors (in respect of each such Vendor, the “**Indemnity Cap**”). Provided however, the limitations in this Section 7.5(2) shall not apply (a) to any breach of a Fundamental Representation or Tax Representation, or (b) fraud, for which the maximum aggregate liability shall be the entire Purchase Price. Notwithstanding anything else in this Agreement, no Vendor shall be individually liable to the Purchaser for any amount in excess of the aggregate Purchase Price (including any Bonus Consideration payable) actually paid to such Vendor on the date on which the Indemnity Cap it met.

(3) **Damages from Purchaser.** Notwithstanding anything contained in this Agreement to the contrary, from and after Closing, the Purchaser shall not be liable for any amounts for which each Vendors’ Indemnified Parties are otherwise entitled to indemnification pursuant to Section 7.3(a) (other than a breach of the Purchaser’s Fundamental Representations) unless the aggregate amount of all Damages for which such Vendors’ Indemnified Parties are entitled to indemnification pursuant to Section 7.3(a) exceeds, on a cumulative basis, the Aggregate Claim Threshold in which event the accumulated aggregate amount of all Damages may be recovered from the Purchaser.

(4) The maximum aggregate liability of the Purchaser for Damages under Section 7.3(a) shall be limited to 200% of the aggregate Cash Balance Consideration paid or payable to the Vendors hereunder (for the Purchaser, the “**Indemnity Cap**”); provided, however, the limitations in this



Section 7.5(4) shall not apply (a) to any breach of a Fundamental Representation, (b) fraud, for which the maximum aggregate liability shall be the entire Purchase Price, or (c) the indemnity under Section 7.3(b).

### **Section 7.6 Mitigation**

(1) Each Indemnified Party shall use reasonable efforts to mitigate any claim or liability that such Indemnified Party asserts or is reasonably likely to assert under this Article 7. In the event that any Indemnified Party shall fail to make such reasonable efforts to mitigate any such claim or liability, then notwithstanding anything contained in this Agreement to the contrary, the Indemnifying Party shall not be required to indemnify the Indemnified Party for that portion of any Damages that would reasonably be expected to have been avoided if the Indemnified Party had made such efforts.

(2) Damages will not include any insurance proceeds actually recovered and any indemnity, contribution or other similar payment actually received by an Indemnified Party with respect to such claim (such proceeds or payments to be paid over to the Indemnifying Party up to the amount paid by the Indemnifying Party hereunder if received after payment of Damages by the Indemnifying Party); provided, however, that in each case such amounts actually received by the Indemnified Party shall, for the purposes of determining the amount of Damages, be reduced by the amount of the reasonable fees, expenses and other out-of-pocket costs incurred by the Indemnified Party to collect such amounts.

(3) Notwithstanding anything herein to the contrary, no Person shall be entitled to indemnification or reimbursement under any provision of this Agreement for any amount to the extent such Person has been indemnified or reimbursed for such amount under any other provision of this Agreement, any other Transaction Document or otherwise. An Indemnifying Party shall not be liable for any losses, liabilities, damages and expenses to the extent that they are attributable to the Indemnified Party's fraud, gross negligence or intentional misconduct.

(4) With regards to the portion of the Business which was recently purchased by the Company, including, but not limited to, portion of the Business purchased as part of the Glutenberg transaction and which was not transferred to an Affiliate of the Vendors prior to the Closing Date, then Purchaser agrees that in the event the Company may, as part of such transaction, require indemnification from a third-party, including, but not limited to, under the indemnification procedures provided in a purchase agreement, then Purchaser agrees that it shall authorize Vendors, for and in the name of the Company, to require indemnification from such third party vendors under the applicable terms of any purchase agreement.

### **Section 7.7 Direct Claims.**

In the case of a Direct Claim, the Indemnifying Party shall have 60 days from receipt of a Claim Notice in respect thereof within which to make investigation of the matter for which the Indemnified Party is seeking indemnification hereunder. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party or any of its representatives the information relied upon by the Indemnified Party to substantiate its right to be indemnified under this Article 7, together with all such other information as the Indemnifying Party may reasonably request. If the Parties fail to agree at or before the expiration of such 60-day period (or any mutually

agreed upon extension thereof), the Indemnified Party shall be free to pursue such remedies as may be available to it subject to the terms and conditions hereof.

### **Section 7.8 Third Party Claims**

(1) **Rights of Indemnifying Party.** In the case of a Third Party Claim, the Indemnifying Party shall have 60 days from receipt of a Claim Notice to elect, at its option, to exercise its right to assume and control the defense of, at its own expense and by counsel of its own choosing, any such Third Party Claim, and shall be entitled to assert any and all defences available to the Indemnified Party to the fullest extent permitted by Applicable Law.

(2) **Respective Rights on Indemnifying Party's Assumption of Control.** If the Indemnifying Party elects to assume control of any such Third Party Claim as contemplated by Section 7.8(1) the Indemnified Party shall cooperate fully with the Indemnifying Party and its counsel in the defence of such Third Party Claim. Such cooperation shall include (a) allowing the Indemnifying Party and its representatives to investigate the fact, matter, event or circumstance alleged to give rise to the Third Party Claim and using commercially reasonable efforts to make available to the Indemnifying Party, its then current officers, directors and employees to act as witnesses (including interviews, the preparation and submission of witness statements and the giving of evidence at any related hearing); (b) promptly furnishing all material and information relating to the Third Party Claim; (c) preserving all material evidence relating to the Third Party Claim; and (d) providing reasonable access to any representatives of the Parties as reasonably needed; provided that, in each case, such cooperation shall not unduly interfere with the operation of the Indemnified Party's business. The Indemnifying Party shall not consent to the settlement or discharge of such Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), unless the relief consists solely of money Damages to be paid by the Indemnifying Party and unless the settlement or discharge does not involve any finding or admission of any violation of Applicable Law or admission of any wrongdoing of the Indemnified Party. Notwithstanding the Indemnifying Party's election to assume the defense of such Third Party Claim, the Indemnified Party shall have the right to employ separate counsel and to monitor the defence of such Third Party Claim, and the Indemnified Party shall bear the reasonable fees, costs and expenses of such separate counsel, which fees and expenses shall not be included in the calculation of Damages for purposes of determining whether the Indemnity Cap has been exceeded.

(3) **No Assumption of Control by Indemnifying Party.** If the Indemnifying Party, after receiving a Claim Notice with respect to a Third Party Claim, does not elect to assume control of such Third Party Claim within 60 days after receipt thereof or if the Indemnifying Party fails to conduct the defence with reasonable diligence, the Indemnified Party shall have the right to assume control of such Third Party Claim (upon providing further written notice thereof to the Indemnifying Party), subject to the right of the Indemnifying Party to (a) assume the control of such Third Party Claim at any time prior to the settlement or final determination thereof; and (b) approve the counsel selected by the Indemnified Party (which approval shall not be unreasonably withheld, conditioned or delayed). The Indemnified Party shall not agree to the settlement or discharge of, or admit any liability with respect to, any such Third Party Claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary contained in this Article 7, no Indemnifying Party shall have any liability under this Article 7 for any Damages arising out of or

in connection with any Third Party Claim that is settled or discharged by an Indemnified Party without the prior, written consent of such Indemnifying Party.

### **Section 7.9 Characterization of Indemnification Payments.**

Unless otherwise required by Applicable Law, any payment made pursuant to this Article 7 shall be treated for all Tax purposes as an adjustment to the Purchase Price.

### **Section 7.10 Other Indemnification Terms.**

Any payment made by an Indemnifying Party to an Indemnified Party under this Article 7 shall be net of any insurance proceeds realized by and paid to the Indemnified Party in respect of the Direct Claim or Third Party Claim. Prior to making an indemnification claim hereunder, an Indemnified Party shall first make a claim to recover any Damages under any applicable insurance policy covering such Damages. An Indemnified Party shall use its commercially reasonable efforts to mitigate Damages for which an Indemnifying Party is required to indemnify such Indemnified Party under this Article 7; provided, however, (a) that no party shall be required to take any action to recover Damages from any third Person (including for the avoidance of doubt, initiating Claims) except as set forth expressly herein, and (b) in no event shall an Indemnified Party be required to incur costs in connection therewith in excess of the amount it deems, in good faith, is necessary to remedy the breach that gives rise to the Damages. Solely for purposes of calculating the amount of any Damages under this Article 7, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect, or other similar qualification contained in or otherwise applicable to such representation or warranty.

## **ARTICLE 8 CLOSING**

### **Section 8.1 Closing**

Closing shall take place on the Closing Date virtually (through exchange of copies of signatures or e-signatures) at the Closing or at such location(s) in any other manner as may be mutually agreed upon by the Parties.

### **Section 8.2 Vendors' Deliveries**

At the Closing, Vendors shall deliver or cause to be delivered to the Purchaser or the Purchaser's legal counsel, in each case duly executed and in form and substance acceptable to the Purchaser, acting reasonably:

- (a) the certificates representing the Triani Canada Shares, duly endorsed for transfer to or as directed by the Purchaser;
- (b) the Annual Financial Statements of the Company;
- (c) all agreed to material third party consents required for consummation of the Transaction;
- (d) a certificate of good standing, or its equivalent, of the Company issued by the appropriate Governmental Authority in the respective jurisdiction of incorporation;

- (e) a certificate, duly executed by a senior officer or director of the Company, certifying: (i) the constating documents of the Company; (ii) resolutions of directors of the Company approving the entering into of this Agreement and the completion of the Purchase; (iii) a list of directors and officers of the Company authorized to sign this Agreement and any other documents required to be delivered hereunder;
- (f) a certificate from the Vendors addressed to the Purchaser dated as of the Closing Date confirming that the conditions described in Section 6.1(1) and Section 6.1(2) have been satisfied;
- (g) the License and Option Agreement;
- (h) the Property Option Agreement;
- (i) a legal opinion addressed to the Purchaser and the Company that the discharge of the Company's wastewater complies with the regulations of the city of Terrebonne and the Règlement numéro 2008-47 sur l'assainissement des eaux of the Communauté métropolitaine de Montréal; and
- (j) such other documents as the Purchaser may reasonably request for the purpose of facilitating the performance or consummation of the transactions contemplated hereunder, including any undertaking required by the CSE.

### **Section 8.3 Purchaser Deliveries**

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendors, in each case duly executed and in form and substance acceptable to the Vendors and the Purchaser, acting reasonably:

- (a) a certificate, duly executed by a senior officer or director of the Purchaser, certifying (i) the constating documents of the Purchaser; (ii) resolutions of directors of the Purchaser approving the entering into of this Agreement and the completion of the Purchase; (iii) a list of directors and officers of the Purchaser authorized to sign this Agreement and any other documents required to be delivered hereunder;
- (b) a certificate from a senior officer or director of the Purchaser addressed to the Company dated as of the Closing Date confirming that the conditions described in Section 6.2(1) and Section 6.2(2) have been satisfied;
- (c) a certificate of good standing of the Purchaser issued by the appropriate Governmental Authority in their jurisdiction of incorporation;
- (d) DRS Statements representing the Closing Consideration Shares registered as directed by the Vendors, together with evidence satisfactory to the Vendors that such Closing Considerations have been entered upon the books of the Purchaser as the holders of the Closing Consideration Shares;
- (e) proof of payment by the Purchaser to the Company of the amounts specified in Section 2.3(1); and

- (f) a resignation and release from two of the current directors of the Purchaser in favour of the Purchaser, effective upon Closing, in a form and substance satisfactory to the Vendors.

## **ARTICLE 9 TERMINATION**

### **Section 9.1 Termination Rights**

This Agreement may be terminated on or prior to the Closing Date:

- (a) by mutual written agreement of the Vendors and the Purchaser;
- (b) by notice given by the Purchaser to the Vendors for failure of a condition under Section 6.1 to be satisfied if the Purchaser has not waived such condition at or prior to Closing;
- (c) by notice given by the Vendors to the Purchaser for failure of a condition under Section 6.2 to be satisfied if the Vendors has not waived such condition at or prior to Closing; or
- (d) by notice given by either Party to the other if a specific right of termination is given to that Party in this Agreement or if there has been a material breach of any provision of this Agreement by the other Party and such breach has not been waived by the non-breaching Party.

### **Section 9.2 Effect of Termination**

(1) Each Party's right of termination under this Article 9 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Article 9 limits or affects any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

If this Agreement is terminated pursuant to Section 9.1, all obligations of the Parties under this Agreement will terminate, except that:

- (a) each Party's obligations under Section 10.4, Section 10.3 and Section 10.6 will survive; and
- (b) if this Agreement is terminated by a Party because of a breach of this Agreement by the other Party or because a condition for the benefit of the terminating Party has not been satisfied because the other Party has materially breached any of its representations or warranties, or materially failed to perform any of its obligations or covenants under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

**ARTICLE 10  
MISCELLANEOUS**

**Section 10.1 Time**

Each party understands that the time periods set out in this Agreement were specifically negotiated and that no extension, amendment or abridgement thereto, or waiver thereof, shall be permitted except as agreed by the Parties in writing, at all times acting reasonably.

**Section 10.2 Further Assurances**

Each Party shall from time to time promptly execute and deliver all further documents and take all further action as a Party may reasonably request to give effect to the provisions and intent of this Agreement and to complete the Purchase.

**Section 10.3 Notice**

All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by email:

- (a) if to the Purchaser:

609 1188 Union Av.  
Montreal, Québec  
H3B 0E5  
Attention: Jean Gosselin  
E-mail: *[Email address redacted]*

with a courtesy copy (which copy will not constitute notice to the Company) to:

McMillan LLP  
1000 Sherbrooke Street West  
Suite 2700  
Montreal, Québec  
H3A 3G4  
Attention: Maxime Lemieux  
E-mail: maxime.lemieux@mcmillan.ca

- (b) if to the Vendors:

901 rue des Forges  
Terrebonne, Québec  
J6Y0J9  
Attention: Tristan Bourgeois-Cousineau and Joannie Couture  
E-mail: *[Email address redacted]*

with a courtesy copy (which copy will not constitute notice to the Vendors) to:

Therrien Couture Joli-Cœur LLP  
1100, René-Levesque Blvd, #2000  
Montreal, Québec

H3B 4N4  
Attention: Patrick Bazinet and Éric Archambault  
E-mail: patrick.bazinet@groupepcj.ca, eric.archambault@groupepcj.ca

or to any other address or Person that the Party designates. Any notice, if delivered personally or by courier, will be deemed to have been given and received on the day it is so delivered and at such address.

#### **Section 10.4 Arbitration.**

(1) Unless otherwise expressly provided in this Agreement or agreed in writing by the Parties and the Parties are unable to amicably settle a Dispute (other than an EBITDA Dispute) within 30 days and have not mutually agreed to continue to attempt to settle the Dispute, all disputes, disagreements, controversies, questions or claims of the Vendors, on the one hand, and the Purchaser on the other hand, relating to this Agreement (hereinafter referred to as a “**Dispute**”), shall be determined by a sole arbitrator (hereinafter referred to as the “**Arbitrator**”) under the International Commercial Arbitration Act, 2017 (Ontario) (hereinafter referred to in this Section 10.4 as the “**Arbitration Act**”). Subject to the Arbitration Act, the resolution of Disputes pursuant to this Section shall be final and binding upon the Parties, and there shall be no appeal therefrom, including, without limitation, any appeal to a court on a question of law, a question of fact or a question of mixed fact and law. In addition:

- (a) the Arbitrator shall be such Person as agreed by the Parties, or if such Person is unable or unwilling to serve as Arbitrator, then any other Person to whom the Parties can agree. If the Parties cannot agree, the Arbitrator will be appointed by the ADR Institute of Ontario on the application of any Party on notice to all the other Parties. No individual shall be appointed as Arbitrator unless he or she agrees in writing to be bound by the provisions of this Section 10.4;
- (b) the arbitration shall take place in the Province of Quebec at a location agreed upon in writing by the Parties;
- (c) subject to the Arbitration Act, the Arbitrator may conduct the arbitration in the manner the Arbitrator considers appropriate;
- (d) the language to be used in the arbitration shall be French;
- (e) the Parties desire that any Dispute should be conducted in strict confidence and that there shall be no disclosure to any Person of the existence of the Dispute or any aspect of the Dispute except as is necessary for the resolution of the Dispute; and
- (f) the Arbitrator shall have the right to determine all questions of law and jurisdiction, including questions as to whether a claim is arbitrable, and shall have the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief, and final and interim damages awards. The Arbitrator shall also have the discretion to award costs, including reasonable legal fees and expenses, reasonable expert’s fees and expenses, reasonable witnesses’ fees and expenses pre-award and post-award interest and costs of the arbitration.

(2) Any Party may seek an order of a court of competent jurisdiction to enforce the award of the Arbitrator.

### **Section 10.5 Governing Law**

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Québec (without giving effect to principles of conflict of laws) and the federal laws of the Canada applicable therein. Subject to Section 10.4, the Parties attorn to the non-exclusive jurisdiction of the Courts of the Province of Québec.

### **Section 10.6 Expenses**

Except as otherwise expressly provided in this Agreement, each Party shall pay its respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement, as well as any other fees, costs and expenses incurred by it, unless otherwise specifically set out in this Agreement (“**Transaction Fees**”). The Purchaser will reimburse 9296’s Transaction Fees up to an amount equal to \$175,000 (which excludes applicable taxes payable on such Transaction Fees), concurrently with, and conditional upon, the occurrence of the closing of the Transaction.

However, notwithstanding anything to the contrary, the Purchaser shall reimburse the Vendors their Transaction Fees if i) the Purchaser is unable to close the Concurrent Financing; ii) Vendors terminate this Agreement in accordance with Section 9.1(c), except in case of termination due to failure to meet conditions set forth in either Section 6.2(12) or Section 6.2(13). Any such amounts, if applicable, shall be payable within five (5) Business Days following the termination of this Agreement.

### **Section 10.7 Entire Agreement**

This Agreement, the Schedules, the Triani Disclosure Letter, and other agreements executed and delivered in connection herewith constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior Contracts, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral. There are no representations, warranties, covenants, conditions or other Contracts, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set out in this Agreement. The Parties are not relying on any other information, discussion or understanding in entering into this Agreement and completing the Purchase. This Agreement shall supersede and replace the Initial Agreement, which is hereby terminated and of no force or effect.

### **Section 10.8 Amendment**

No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by the Purchaser, the Company and the Vendors at the time of the amendment, supplement, restatement or termination.

### **Section 10.9 Waiver**

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the Parties to this Agreement entitled to grant the waiver. No failure to exercise, indulgence,



forbearance or other accommodation, and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

### **Section 10.10 Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

### **Section 10.11 Assignment and Inurement**

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties, and such consent which shall not be unreasonably withheld or delayed. Upon 30 day prior written notice to the Vendors, the Purchaser may, without such written consent from the Vendors, assign, directly or indirectly, its rights (but not its obligations) hereunder to any of its Affiliates, provided, however, that no such assignment shall relieve the Purchaser of its obligations hereunder, nor could such assignment reasonably be expected to be prejudicial to the possibility of the Vendors to receive all or portion of the Bonus Consideration, in which case Vendors consent shall be required. Any purported assignment of rights or delegation of obligations in violation of this Section 10.11 shall be null and void, and of no effect. This Agreement inures to the benefit of and binds the Parties and their respective successors and permitted assigns.

### **Section 10.12 No Third Party Beneficiaries**

Without limiting the ability of an Indemnified Party to make a claim for indemnification under this Agreement, or an Indemnifying Party to assert a defense or right as against an indemnitee in the context of a claim made by such Indemnified Party, this Agreement is for the sole benefit of the parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

### **Section 10.13 Counterparts Electronic Signatures**

This Agreement may be signed and delivered in one or more counterparts, including by email, DocuSign or other means of electronic transmission, and each such counterpart shall together constitute one and the same instrument and be treated the same as an original signed copy.

*[Signature page follows]*

The parties have executed this Agreement as of the date first set forth above.

**PRIME DRINK GROUP CORP.**

By: *(signed) "Alexandre Côté"*

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Name: Alexandre Côté

Title: President and CEO

**9296-0186 QUÉBEC INC.**

By: *(signed) "Tristan Bourgeois-Cousineau"*

---

Name: Tristan Bourgeois-Cousineau

Title: President

*(signed) "Tristan Bourgeois-Cousineau"*

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**Tristan Bourgeois-Cousineau**

*(signed) "Joannie Couture"*

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**Joannie Couture**

**ANGELPART VENTURES INC.**

By: *(signed) "Tristan Bourgeois-Cousineau"*

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Name: Tristan Bourgeois-Cousineau

Title: President

**Schedule “A”**

**Intellectual Property Subject to License and Option Agreement**

*[Redacted]*

## **Schedule “B”**

### **Properties Subject to Property Option Agreement**

A property known and designated as being lot 3 613 233 of the Cadastre of Québec, Registration Division of Saint-Jean, with the building thereon erected bearing civic address 1000 Iberville Boulevard, in the City of Saint-Jean-sur-Richelieu, Province of Québec

(the “**St-Jean Property**”)

A property known and designated as being lot 6 434 764 of the Cadastre of Québec, Registration Division of Terrebonne, with the building thereon erected bearing civic address 901 des Forges Street, in the City of Terrebonne, Province of Québec

(the “**Terrebonne Property**”)

**Schedule “C”**

**Transfer Restriction**

<b>Date</b>	<b>Percentage of Bonus Consideration Shares Released from Transfer Restriction</b>
The date that is 6 months after the date the Company issues the applicable Bonus Consideration Shares	25% of Bonus Consideration Shares subject to Transfer Restriction
The date that is 12 months after the date the Company issues the applicable Bonus Consideration Shares	25% of Bonus Consideration Shares subject to Transfer Restriction
The date that is 18 months after the date the Company issues the applicable Bonus Consideration Shares	25% of Bonus Consideration Shares subject to Transfer Restriction
The date that is 24 months after the date the Company issues the applicable Bonus Consideration Shares	25% of Bonus Consideration Shares subject to Transfer Restriction

## **Schedule “D”**

### **Prime Water Sources**

- Duhamel
- Notre-Dame-du-Laus
- St-Joseph de Coloraine
- Sainte-Cecile-de-Witton
- Saint-Elie-de-Caxton
- Source Alto 2000 Inc.

**Schedule “E”**

**Alcohol Permits**

*[Redacted]*