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District of Ontario
Division No. 12 - Ottawa
Court File No. BK-25-03207793-0033 and BK-25-03207766-033
Estate No. 33-3207766 and 33-3207793

11449346 CANADA INC. and 12574764 CANADA LTD.

**THIRD SUPPLEMENT TO THE FIRST REPORT OF ALBERT GELMAN INC.
IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF
11449346 CANADA INC. AND 12574764 CANADA LTD.**

October 15, 2026

Docusign Envelope ID: E15AE4B0-F8B0-874D-82B3-000E1C1E12D6

APPENDICIES

APPENDIX "A" – Armada Proof of Claim

APPENDIX "B" – Asset Purchase Agreement

APPENDIX "C" – Revised Waterfall Analysis in Connection with the Revised Secured Claim Distribution Scheme

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District of Ontario
Division No. 12 - Ottawa
Court File No. BK-25-03207793-0033 and BK-25-03207766-033
Estate No. 33-3207766 and 33-3207793

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF 11449346 CANADA INC.
OF THE TOWN OF SMITH FALLS, IN THE PROVINCE OF ONTARIO

AND

IN THE MATTER OF THE BANKRUPTCY OF 12574764 CANADA LTD.
OF THE TOWN OF SMITH FALLS, IN THE PROVINCE OF ONTARIO

THIRD SUPPLEMENT TO THE FIRST REPORT OF ALBERT GELMAN INC. IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF 11449346 CANADA INC. AND 12574764 CANADA LTD.

OCTOBER 15, 2026

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I. INTRODUCTION AND PURPOSE

1. On August 25, 2025 (the "**Bankruptcy Date**"), 11449346 Canada Inc. (**"P3"**) and 12574764 Canada Ltd. (**"United Edge**" and, together with P3, the **"Companies"**) were deemed to have made assignments in bankruptcy by order of the Honourable Justice Kershman.

2. Albert Gelman Inc. (**"AGI"**) was appointed as trustee in bankruptcy (in such capacity, the **"Trustee"**) of both Companies.

3. The Trustee has prepared this report to provide stakeholders and the Court with a revised form of Secured Claim Distribution Scheme (as defined below) for P3, of which distribution scheme the Trustee is seeking Court approval in its motion returnable November 10, 2026. In particular, the Secured Claim Distribution Scheme for P3 is amended to reflect (1) the Trustee's allowance of a claim it received from Armada, following the Trustee's preparation of its initial motion materials in this matter, (2) the unexpected quantum of the fees incurred by the Trustee and its counsel since the First Report (as defined below), which have necessitated that the Secured Claim Distribution Scheme be amended to provide for a larger holdback for same before payment of secured creditor claims, and (3) a change that the Trustee has incorporated into the Secured Claim Distribution Scheme in connection with P3 to correct an error whereby P3's current assets were undervalued in connection with the assessment of the Sale Proceeds (as defined below) that were attributable thereto.

4. Capitalized terms not defined in this Third Supplement have the meanings given to them in the First Report of the Trustee dated July 20, 2026 (the "**First Report**"), the First Supplement to the First Report dated July 22, 2026 and the Second Supplement to the First Report dated October 2, 2026.

5. This Third Supplement is subject to the scope and terms of reference in the First Report.

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II. THE ARMADA CLAIM

6. As set out in the Second Supplement, on or about August 24, 2026, the Trustee received a Proof of Claim from Armada Credit Group Inc. ("**Armada**"), acting as agent for National Bank of Canada ("**NBC**"), the assignee of a secured claim of Pivotal Capital Corp. The claim asserts a purchase money security interest in a Lobo CS-24 Mitre Saw (the "**Armada Collateral**"). A copy of this proof of claim (the "**Armada Claim**") is attached hereto as **Appendix A**.

7. The Trustee has corresponded with Armada, reviewed various documents produced by Armada on behalf of NBC and has decided to allow Armada's claim.

8. As set out in greater detail below, this has necessitated revision to the Secured Claim Distribution Scheme in respect of P3.

III. THE FEE HOLDBACKS

9. As set out in the First Report, the Trustee proposes to maintain a holdback in respect of its fees and disbursements and the fees and disbursements of its counsel before payment of secured claims (which are described in greater detail below). As set out in the Termination Order of Justice Kershman of August 25, 2025 (which is appended to the First Report as Appendix H), the Trustee and its counsel have a first priority charge on the assets of the Companies for their fees and disbursements.

10. In the Secured Claim Distribution Scheme described in the First Report, to facilitate payment of its fees following payment of secured creditor claims, the Trustee was to maintain a holdback in respect of its further fees and disbursements in the amount of $33,900 for United Edge and $33,900 for P3.

11. However, since the First Report, the Trustee and its counsel have had to incur an unexpected quantum of fees, having regard to the complexity arising from the need for the Trustee and its counsel to

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respond to Surgenor's late-breaking assertion that it owns the proceeds of the Surgenor Collateral, which dispute is addressed in greater detail in the Second Supplement.

12. In particular, over and above the fees described in the First Report:

(a) the Trustee has incurred approximately $18,908.29 in fees in connection with P3 and $12,810.25 in fees in connection with United Edge (inclusive of HST); and

(b) counsel to the Trustee has incurred approximately $33,884.72 in fees in connection with P3 and $18,625.76 in fees in connection with United Edge (inclusive of HST).

13. Accordingly, to ensure that there are sufficient proceeds available to satisfy the fees of the Trustee and its counsel (which fees are a first priority charge on the Sale Proceeds), the Trustee recommends and requests larger holdbacks for its fees, as follows:

(a) An increase in the $33,900 holdback in respect of P3 to $67,800; and

(b) An increase in the $33,900 holdback in respect of United Edge to $50,850.

14. These increased holdback amounts are incorporated into the Revised Secured Claim Distribution Scheme set out below. Any unused portions of these holdbacks will be paid to creditors at the end of the Trustee's mandate.

15. It is unfortunate that Surgenor's unmeritorious opposition to the Trustee's motion has caused the Trustee and its counsel to incur unexpected fees which will have the impact of diminishing creditor recovery. The Trustee is seeking its costs of this motion as against Surgenor to defray these fees and minimize the harm caused to other creditors' recoveries.

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IV. THE REVISED SECURED CLAIM DISTRIBUTION SCHEME

16. As noted above, the allowance of NBC's secured claim has necessitated an amendment to the Secured Claim Distribution Scheme that was previously prepared by the Trustee in respect of P3.

17. The Secured Claim Distribution Scheme previously contemplated payment of the proceeds of the Armada Collateral to Deka, on account of Deka's general security agreement with P3. However, the Trustee has determined that NBC has a super-priority purchase money security interest in the Armada Collateral, which purchase money security interest ranks in priority to Deka's interest in the same, pursuant to section 33 of the *Personal Property Security Act*.

18. As a result of the foregoing, the Trustee revised the Secured Claim Distribution Scheme in respect of P3. In the course of revising the Secured Claim Distribution Scheme, the Trustee noted an inadvertent error in the Secured Claim Distribution Scheme for P3. In short, the Trustee overvalued the fixed assets and undervalued the current assets of P3. This is because, when the Trustee calculated the relative values of these assets, the Trustee inadvertently included a piece of equipment in P3's fixed assets which equipment was not sold to the Purchaser on account of the Purchase Price for the Companies' assets, but was instead conveyed to the Purchaser in the form of a lease assignment. This equipment was a Manitou MRT 3050+ Roto Telehandler (the "**LBC Equipment**"). As contemplated by the APA between the Companies and the Purchaser, attached hereto as **Appendix B**, P3 did not convey title to the LBC Equipment to the Purchaser in exchange for cash, but rather assigned its leasehold interest in the LBC Equipment to the Purchaser. The LBC Equipment, therefore, should not have been considered in assessing the portion of P3's sale proceeds attributable to P3's various assets.

19. The Trustee has prepared a revised Secured Claim Distribution Scheme (the "**Revised Secured Claim Distribution Scheme**") that (1) incorporates the allowance of the Armada Claim; (2) incorporates the

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increase in fee holdbacks of the Trustee and its counsel; and (3) addresses the above-noted error in relation to the LBC Equipment.

20. Below, the Trustee describes the entirety of the Revised Secured Claim Distribution Scheme in respect of both of the Companies, for ease of review. The Trustee requests that the Court approve such Revised Secured Claim Distribution Scheme and direct that the Trustee implement it.

Allocation of Proceeds

21. As noted in the First Report, on August 11, 2025, the Companies sold all of their assets to the Purchaser for cash consideration of $1,870,289.50 (the "**Sale Proceeds**"), which amount was paid to the Trustee.

22. As authorized by orders of this Court, the Trustee used these proceeds to (1) repay amounts owing to the Companies' debtor-in-possession financier and (2) pay the fees and disbursements of the Trustee and its counsel. Following such payments, the Trustee retained $641,371.13 of the Sale Proceeds.

23. The APA did not provide for a specific allocation of the purchase price as between the Companies or as between any of the Companies' individual assets.

24. Accordingly, the Trustee has developed an analysis to attribute the Sale Proceeds (1) as between the Companies and (2) as between each Company's various assets.

25. The Companies' management developed an allocation of the Sale Proceeds as between the Companies based on the book value of the Companies' respective assets. Further to this analysis, the Companies' management attributed 55% of the Sale Proceeds to P3's assets and 45% of the Sale Proceeds to United Edge's assets.

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26. In the course of developing a scheme of distribution of the Sale Proceeds in respect of secured claims against the Companies' assets, the Trustee developed what is, in its view, a more equitable and reasonable means of attributing the Sale Proceeds to each of the Companies:

(a) The allocation of the Sale Proceeds related to current assets (inventory, accounts receivable, etc.) should be based on the book value of those assets because alternative methods of valuing such assets are infeasible, given the nature of these assets; and

(b) The allocation of the Sale Proceeds related to fixed assets (equipment, machinery and vehicles) should not be based on book value (which is based on the cost of the assets at the time they were purchased) but instead the relative appraised liquidation value of the assets, which more directly conforms with the relative value of these assets at approximately the time that they were sold to the Purchaser.

27. In connection with the approval of the sale of the Companies, the Trustee obtained appraisals of the liquidation value of the equipment owned by the Companies. These appraisals were attached as appendices to the First Report.

28. Based on the (1) relative book value of the Companies' current assets and (2) the relative appraised liquidation value of the Companies' fixed assets as set out in the above noted appraisals, the Trustee has determined that 43.33% of the Sale Proceeds should be attributed to P3's assets and 56.67% of the Sale Proceeds should be attributed to United Edge's assets (such allocation being the "**Sale Proceeds Allocation**").

29. After developing the Sale Proceeds Allocation, the Trustee had to further allocate the Sale Proceeds as between the Companies' individual assets. This is because the assets of the Companies are subject to different secured creditor priorities.

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30. The Trustee attributed portions of the Sale Proceeds to individual secured assets in accordance with the following:

(a) For current assets (as a whole), the Trustee has attributed Sale Proceeds in proportion to the relative book value of either P3 or United Edge's current assets in relation to the estimated book value of all of either P3 or United Edge's assets,[1] as the case may be; and

(b) For fixed assets, the Trustee has attributed Sale Proceeds in proportion to the relative appraised liquidation value of the fixed asset in relation to the appraised liquidation value of all of either P3 or United Edge's fixed assets,[2] as the case may be.

31. The Trustee's analysis in this respect is set out in Appendix N to the First Report.

32. This mechanism is appropriate for the following reasons:

(a) The allocation of the Sale Proceeds related to current assets (inventory, accounts receivable, etc.) should be based on the book value of those assets as alternative methods of valuing such assets is infeasible, given the nature of these assets. Accordingly, to ensure that the Trustee's analysis properly captures the *relative* value of the Companies' current assets in relation to the Companies' other assets, the book value of these current assets should be compared to the book value of these other assets; and

[1] This includes only those fixed assets for which title was acquired by the Purchaser for cash consideration. A number of fixed assets were sold to the Purchaser through the assignment of leases in respect of the same (such assets being the "**Leased Assets**"). Accordingly, the value of the Leased Assets was not included when determining the total value of either P3 or United Edge's assets for purposes of this calculation. Further, the Trustee notes that it does not have access to records concerning the book value of the Companies' individual assets. Accordingly, for the purposes of this analysis, the Trustee estimated the book value of the Companies' assets by subtracting the liquidation value of the Leased Assets, grossed up to approximate book value, from the total book value of the Companies' respective assets.

[2] As noted above, the value of the Leased Assets was not included when determining the total value of either P3 or United Edge's assets for the purposes of this calculation.

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(b) The allocation of the Sale Proceeds related to fixed assets should be based on the relative appraised liquidation value of these assets. The relative liquidation value of these assets most directly captures the relative value of these assets at approximately the time that they were sold to the Purchaser.

33. In the figures below, the Trustee has set out its calculation of the portion of the Sale Proceeds attributable to (1) each of the Companies' current assets and (2) each of the Companies' fixed assets, based on the Trustee's assessment of the relative value of these assets, as described above. These tables categorize the assets based on the creditor that has a priority security interest in the same (after payment of super-priority claims of the CRA, the Trustee and its counsel).

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FIGURE 1: RELATIVE VALUE OF ASSETS – P3

P3				
Fixed Assets/Equipment				
Secured Creditor	**Description of Collateral**	**Forced Liquidation Value of Security ($)**	**Percentage of Forced Liquidation Value of All Fixed Assets/Equipment**	**Percentage of Total Proceeds**
Bodkin / Bennington Financial Corp.	Various assembly equipment	44,250	13.5%	12.0%
Meridian OneCap Credit Corp	Various assembly equipment	45,400	13.8%	12.3%
Mitsubishi HC Capital	2016 Telehandler MERLO	40,000	12.2%	10.8%
Surgenor National Leasing	2022 Chevrolet Silverado	50,000	15.2%	13.5%
Armada Credit Group Inc.	2022 Lobo CS-24 Mitre Saw	25,000	7.6%	6.8%
1394894 Ontario Inc. (i.e. Deka)	Various assembly equipment (non-PMSI)	118,350	36.0%	31.1%
Current Assets				
Secured Creditor (GSA)	**Value of Current Assets ($)**			
1394894 Ontario Inc. (i.e. Deka)	167,400			13.6%
Total			**100%**	**100%**

FIGURE 2: RELATIVE VALUE OF ASSETS – UNITED EDGE

United Edge				
Fixed Assets/Equipment				
Secured Creditor	**Description of Collateral**	**Forced Liquidation Value of Security ($)**	**Percentage of Forced Liquidation Value of All Fixed Assets/Equipment**	**Percentage of Total Proceeds**
Bennington Financial Corp.	Vertek LTG Laser Projection System	40,000	7.8%	6.7%
Coast Capital Savings	2022 Eventek Component Saw	135,000	26.2%	22.5%
Meridian OneCap Credit Corp	2023 Triumph Canada Trailer	7,500	1.5%	1.2%
Mitsubishi HC Capital	2019 Lift Load Lifter	40,000	7.8%	6.7%
Royal Bank of Canada	Two (2) 2022 Dodge Ram 5500s	255,900	49.6%	45.8%
Sonoma Capital Corp	2014 Manitou M50 Forklift	30,000	5.8%	5.0%
Current Assets				
Secured Creditor (GSA)	**Value of Current Assets ($)**			
Royal Bank of Canada	132,600			12.1%
Total			**100%**	**100%**

34. As noted above, the original Secured Claim Distribution Scheme for P3 contained an error in that it calculated the relative value of P3's current assets and fixed assets in a manner that considered the LBC

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Equipment in the pool of fixed assets (despite the fact that none of the Sale Proceeds are attributable to the LBC Equipment, for the reasons described above). This error is corrected in the above Figure 1.

35. The Trustee requests that the Court approve the valuation of creditors' security in accordance with this Revised Secured Claim Distribution Scheme.

Waterfall Analysis

36. After having allocated the Sale Proceeds as between the Companies and their assets, the Trustee developed a waterfall analysis that provides for distribution of these proceeds to creditors in accordance with their respective priorities. In particular, the Trustee seeks authorization to distribute the Sale Proceeds in the following order of priority:

(a) the fees and disbursements of the Trustee and its counsel as set out in the Fee Affidavits, in accordance with the super-priority conferred on these amounts by the Termination Order;

(b) a holdback for the Trustee's and its legal counsel's estimated further fees and disbursements to complete the administration of the bankruptcy estates in the amount of $50,850 for United Edge and $67,800 for P3 (such holdbacks being the "**Estimated Fee Accruals**");

(c) in respect of P3 only, the CRA's deemed trust claim in accordance with subsection 67(3) of the BIA;

(d) in respect of the Sale Proceeds attributed to assets that are subject to PMSI claims, the relevant PMSI claim;

(e) in respect of all remaining assets, non-PMSI secured claims; and

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(f) once the Trustee is prepared to seek its discharge and complete its mandate, payment of any monies remaining in the Estimated Fee Accruals to secured creditors up to the amounts of their claims, in proportion to the value of the secured creditor's security in relation to the applicable Company's Sale Proceeds, represented by the percentage values set out for each secured creditor in Figures 3 and 4, below.

37. Applying this waterfall analysis to the Sale Proceeds of the Companies, as allocated as between the Companies' various assets, the Trustee proposes to make the payments to creditors described in the below tables:

FIGURE 3: SCHEME OF DISTRIBUTION – P3

Scheme of Distribution - P3			%
Professional fees (including HST)	$	113,907.00	N/A
Accruals for professional fees to complete (including HST)		67,800.00	N/A
CRA - Deemed Trust		73,858.33	N/A
Secured Claims - GSA Creditors			
1394894 Ontario Inc. (i.e. Deka)		3,061.73	44.7%
Secured Claims - PMSI Creditors			
Bodkin, a Division of Bennington Financial Corp.		818.19	12.0%
Meridian OneCap Credit Corp.		839.46	12.3%
Mitsubishi HC Capital Canada, Inc.		739.61	10.8%
Surgenor National Leasing Limited		924.51	13.5%
Armada Credit Group Inc.		462.26	6.8%
Total	$	80,704.08	100.0%

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FIGURE 4: SCHEME OF DISTRIBUTION – UNITED EDGE

Scheme of Distribution - United Edge			%	Note
Professional fees (including HST)	$	96,187.00	N/A	
Accruals for professional fees to complete (including HST)		50,850.00	N/A	
Secured Claims - GSA Creditors				
Royal Bank of Canada		81,982.89	35.3%	(1)
Secured Claims - PMSI Creditors				
Bennington Financial Corp.		15,440.92	6.7%	
Coast Capital Equipment Finance Ltd.		52,113.10	22.5%	
Meridian OneCap Credit Corp.		2,895.17	1.2%	
Mitsubishi HC Capital Canada, Inc.		15,440.92	6.7%	
Royal Bank of Canada		30,881.83	13.3%	(1)
Sonoma Capital Corp.		11,580.69	5.0%	
Surplus after payment of secured claims		21,587.54	9.3%	
Total	$	231,923.05	100.0%	

(1) The Proof of Claim submitted by Royal Bank of Canada ("RBC") included accrued interest at the per diem rate of $17.27 and reasonable legal fees. These amounts would only be paid in the event that that there are sufficient proceeds remaining available in respect of RBC's security to satisfy amounts above and RBC's principal claim of $112,864.72.

38. The Trustee's waterfall analysis in connection with this Revised Secured Claim Distribution Scheme is set out in a spreadsheet attached hereto as **Appendix C**.

39. The Trustee submits that the Revised Secured Claim Distribution Scheme described above accurately reflects the secured creditors' rights at law and under the *Bankruptcy and Insolvency Act*. The Trustee requests and recommends that the Court direct the Trustee to implement such Revised Secured Claim Distribution Scheme.

All of which is respectfully submitted this 15th day of October, 2026.

ALBERT GELMAN INC.
in its capacity as trustee in bankruptcy of
11449346 Canada Inc. and 12574764 Canada Ltd.
and not in its personal or corporate capacity
Per:

Signed by:
Tom McElroy
921A5905C11C4F7...

Tom McElroy, *CIRP, LIT*

APPENDIX A

Albert Gelman Inc.
403-250 Ferrand Drive
Toronto ON M3C 3G8
Phone: (416) 504-1650 Fax: (416) 504-1655
E-mail: proofofclaim@albertgelman.com

District of:	Ontario
Division No.	12 - Ottawa
Court No.	33-3207766
Estate No.	33-3207766

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Bankruptcy of
11449346 Canada Inc.
of the Town of Smiths Falls, in the Province of Ontario

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: 2680 Matheson Blvd. E. Ste 106, Mississauga, ON L4W 0A5
Facsimile: _____
Email: mitchellp@armadafinancial.com
Contact person name or position: Mitchell Pignatiello
Telephone number for contact person: 877-583-5989 x 219

In the matter of the bankruptcy of 11449346 Canada Inc. of the Town of Smiths Falls in the Province of Ontario and the claim of Armada Credit Group Inc agents for National Bank of Canada, Axis Equip/Pivotal Capital creditor.

I, Mitchell Pignatiello *(name of creditor or representative of the creditor)*, of Armada Credit Group Inc. *(city and province)*, do hereby certify:

1. That I am a creditor of the above named debtor (or that I am VP, Finance *(state position or title)* of Armada Credit Group Inc *(name of creditor or representative of the creditor)* and that I am authorized to represent and *(if the creditor is a corporation)* that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 25th day of August 2025, and still is, indebted to the creditor in the sum of $_____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of bankruptcy.
(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the _____ day of _____ _____, and that the last payment, if any, on this debt by the debtor to the creditor was made on the _____ day of _____ _____,
and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the _____ day of _____ _____, as follows:
(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (Check and complete appropriate category)

☐ **A. Unsecured claim of $_____**

(Other than as a customer contemplated by Section262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and:
(Check appropriate description)

☐ Regarding the amount of $_____, I do not claim a right to a priority.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6E below.)

District of Ontario
Division No. 12 - Ottawa
Court No. 33-3207766
Estate No. 33-3207766

FORM 31 — Continued

In the Matter of the Bankruptcy of
11449346 Canada Inc.
of the Town of Smiths Falls, in the Province of Ontario

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.01) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.02) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.1) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(e) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(f) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(g) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

☐ **B. Claim of Lessor for disclaimer of a lease of $_____**

That I make a claim under subsection65.2(4) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

☑ **C. Secured claim of $ 54,094.77**

That in respect of this debt, I hold assets of the debtor valued at $ 54,094.77 as security, the particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)
A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

☐ **D. Claim by Farmer, Fisherman or Aquaculturist of$_____**

That I make a claim under subsection81.2(1) of the Act for the unpaid amount of $ _____
(Attach a copy of sales agreement and delivery receipts)

☐ **E. Claim by Wage Earner of $_____**

☐ That I make a claim under subsection81.3(8) of the Act in the amount of $_____,

☐ That I make a claim under subsection81.4(8) of the Act in the amount of $_____,

☐ **F. Claim by Pension Plan for unpaid amount of$_____**

☐ That I make a claim under subsection81.5 of the Act in the amount of $_____,

☐ That I make a claim under subsection81.6 of the Act in the amount of $_____,

☐ **G. Claim against Director of $_____**

(To be completed when a proposal provides for the compromise of claims against directors)
That I make a claim under subsection50(13) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **H. Claim of a Customer of a Bankrupt Securities Firm of $_____**

That I make a claim as a customer for net equity as contemplated by section262 of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

District of	Ontario
Division No.	12 - Ottawa
Court No.	33-3207766
Estate No.	33-3207766

FORM 31 — Concluded

In the Matter of the Bankruptcy of
11449346 Canada Inc.
of the Town of Smiths Falls, in the Province of Ontario

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have(or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if
the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section2 of the Act:
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at Mississauga, ON, this 24th day of August, 2026

M Pariyar

Signature of creditor or representative

APPENDIX B

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ASSET PURCHASE AGREEMENT
Dated July 22, 2025

Between:

11449346 CANADA INC. O/A P3 PANEL COMPANY and
12574764 CANADA LTD. O/A UNITED EDGE STRUCTURAL COMPONENTS

as Vendors

and

1001281812 ONTARIO INC.

as Purchaser

Pactima eSignature Package ID: Szsn9NgaYT_ec92x6_dOY

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ASSET PURCHASE AGREEMENT

This asset purchase agreement is made as of July 22, 2025 between 11449346 Canada Inc. o/a P3 Panel Company and 12574764 Canada Ltd. o/a United Edge Structural Components, corporations incorporated under the federal laws of Canada (together, the "**Vendors**"), and 1001281812 Ontario Inc., a corporation incorporated under the provincial laws of Ontario (the "**Purchaser**").

WHEREAS:

A. On April 3, 2025, the Vendors each filed a notice of intention to make a proposal to its creditors ("**NOI**") pursuant to the *Bankruptcy and Insolvency* Act (Canada) (the "**BIA**"), appointing Albert Gelman Inc. as proposal trustee (in such capacity, the "**Proposal Trustee**");

B. On April 9, 2025, the Ontario Superior Court of Justice (the "**Court**") granted an Order (the "**Interim Financing Order**"), among other things, (i) approving and authorizing the Vendors to borrow up to $1 million under an interim financing creditor facility advanced by Phoenix Building Components Inc., and (ii) granting the Charges over the Property, which Charges comprise the Administration Charge and the Interim Financing Charge (as each such capitalized term is defined in the Interim Financing Order);

C. On April 29, 2025, the Court granted an order, among other things, approving a sale and investment solicitation process (the "**SISP**") with respect to the Vendors; and

D. The Proposal Trustee, in consultation with the Vendors, designated the Qualified Bid (as defined in the SISP) submitted by the Purchaser as the Successful Bid (as defined in the SISP), and the Parties (as defined herein) desire to consummate the Transaction on the terms and conditions contained in this Agreement.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (collectively, the "**Parties**", each, a "**Party**") acknowledge and agree as follows.

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

In this Agreement and the recitals above, the following terms have the following meanings:

"**Accounts Receivable**" means all accounts receivable, trade receivables, bills receivable, trade accounts, book debts, notes receivable, rebates, refunds, transferable tax refunds and other receivables of the Vendors whether current or overdue, together with interest accrued thereon, if any, and the benefit of all related security, collateral, advances, and deposits.

"**Administration Charge**" has the meaning given in the Interim Financing Order.

"**Affiliate**" has the meaning given to the term "affiliate" in the *Canada Business Corporations Act*.

"**Agreement**" means this asset purchase agreement.

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"**Applicable Accounting Principles**" shall mean accounting standards for private enterprises in Canada as set out in the CPA Canada Handbook at the relevant time.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order having the force of law and applying in whole or in part to such Person, property, transaction or event.

"**Approval and Vesting Order**" means an order of the Court approving, among other things, this Agreement and the Transaction, and vesting in the Purchaser all of the Vendors' right, title, and interest in and to the Purchased Assets free and clear of all Encumbrances, in form and substance satisfactory to the Purchaser.

"**Assignment Order**" means an order or orders of the Court pursuant to sections 84.1(1), 66(1.1), and other applicable provisions of the BIA authorizing and approving the assignment of each Assumed Contract or Assumed Real Property Lease, as applicable, for which a Third-Party Consent has not been obtained, in form and substance satisfactory to the Purchaser.

"**Assumed Contracts**" has the meaning given to it in Section 2.1(c).

"**Assumed Liabilities**" has the meaning given to it in Section 2.3.

"**Assumed Real Property Leases**" has the meaning given to it in Section 2.1(d).

"**BIA**" has the meaning given in the recitals.

"**Books and Records**" means all the Vendors' files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Vendors, in connection with the ownership, or operation of the Purchased Assets, including the Assumed Contracts, Assumed Real Property Leases, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, credit records, records relating to suppliers and other data, in each case, relating to the Purchased Assets; but excluding any document or information subject to solicitor-client privilege and any document or information of which the sale or transfer would result in a breach of Applicable Law, such as, without limitation, privacy legislation.

"**Business**" means the Vendors' business of designing, manufacturing, and installing innovative, state-of-the-art prefabricated wall, floor and roof systems for homes, garages, condominiums, apartment buildings, and other construction projects.

"**Business Day**" means a day on which banks are open for business in Ottawa, Ontario but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario.

"**Cash Consideration**" has the meaning given to it in Section 2.6(b).

"**Claims**" shall have the meaning ascribed to such term in Section 2 of the BIA, and shall include all claims, causes of action, choses in action, rights of recovery, causes of action related to reviewable transactions, and rights of set-off and recoupment of whatever kind

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or description against any Person that a Person may have or acquire, including any of the foregoing based on theories of transferee or successor liability, and any liabilities, obligations, causes of action, rights, credits, setoffs, or recoupment related to or arising out of (a) any employment or labor agreements, including any collective bargaining agreements; (b) any employee pension or benefit plan claims, including any multiemployer benefit plan claims; (c) any employee, workers' compensation, occupational disease, unemployment, or temporary disability claims, including claims that might arise under state and federal employment and anti-discrimination laws; (d) any retiree healthcare or life insurance claims; (e) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs; (f) any transferee or successor liability claims, rights, or causes of action; (g) the Business, the Purchased Assets, or the Assumed Liabilities; and (h) any litigation involving any Vendor.

"**Closing**" means the successful completion of the Transaction as conclusively evidenced by the issuance of the Proposal Trustee's Certificate.

"**Closing Date**" means five (5) Business Days following the first date by which all of the conditions in Section 7.1, Section 7.2, and Section 7.3 have been satisfied or waived by the appropriate Party (other than those conditions that by their nature can only be satisfied as of the Closing Date), or such other date as may be agreed upon by the Parties hereto.

"**Closing Time**" means 2:00 p.m. (Ottawa time) on the Closing Date.

"**Consent Required Contract**" means any Assumed Contract or Assumed Real Property Lease that is not assignable in whole or in part without one or more Third-Party Consent(s).

"**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments promises, undertakings, engagements, understandings and arrangements to which the Vendors are a party to or by which the Vendors are bound or under which the Vendors have, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Contracts in respect of Employees.

"**Court**" has the meaning given in the recitals.

"**Cure Costs**" means, collectively, (a) with respect to Assumed Contracts and Assumed Real Property Leases subject to an Assignment Order, all amounts required to be paid to remedy all of the Vendors' monetary defaults in relation to the Assumed Contracts, other than those arising by reason only of the Vendors' bankruptcy, insolvency or failure to perform a non-monetary obligation; and (b) with respect to all other Assumed Contracts and Assumed Real Property Leases, all amounts payable in consideration of Third-Party Consents.

"**Deposit**" means a deposit of $150,000 on account of payment of the Cash Consideration.

"**Draft Working Capital Statement**" has the meaning given to it in Section 2.7(a).

"**Encumbrance**" means any security interest, Claim, lien (statutory or otherwise), mortgage, lease, subleases, deed of trust, option, right of use or possession, right of first offer or first refusal, easement, servitude, restrictive covenant, encroachment, transfer restriction, charge, hypothec, hypothecation, pledge, assignment, encumbrance,

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mortgage or adverse claim of any nature or kind, in each case, whether absolute or contingent.

"**Employee**" means an individual who is employed by either of the Vendors, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short term or long-term disability leave.

"**Employee Plans**" means all oral and written employee health, benefit, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, executive compensation, current or deferred compensation, incentive or performance compensation, savings, severance or termination pay, retirement, supplementary retirement, registered or unregistered retirement savings, hospitalization insurance, salary continuation, legal, health or other medical, dental, life, disability or other insurance (whether insured or self-insured) plan, program, policy, agreement, practice, undertaking or arrangement, and every other oral or written benefit plan, program, policy, agreement, practice, undertaking or arrangement sponsored, maintained or contributed to or required to be contributed to by the Vendors for the benefit of the current or former directors, officers, employees, contractors, consultants of any Vendor in respect of the Business and/or their respective dependents or beneficiaries, by which the Vendors is bound or with respect to which the Vendors participate or has any actual or potential liability, other than statutory benefit plans which the Vendors are required to participate in or comply with, including the Canada Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation.

"**Equipment Leases**" shall mean all leases, subleases, licenses, concessions, and other agreements, including all amendments, extensions, renewals, and other Contracts with respect thereto, in each case pursuant to which a Vendors holds or has any interest in Purchased Equipment.

"**Excise Tax Act**" means the *Excise Tax Act* (Canada).

"**Excluded Assets**" has the meaning given to it in Section 2.2.

"**Excluded Contracts**" means all Contracts which are not Assumed Contracts.

"**Excluded Liabilities**" has the meaning given to it in Section 2.4.

"**Final Working Capital Statement**" has the meaning given to it in either Section 2.7(c) or Section 2.7(d), as the case may be.

"**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"**Holdback**" means $300,000.

"**Income Tax Act**" means the *Income Tax Act* (Canada).

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"**Intellectual Property**" means all intellectual property of the Vendors used and in development, and all rights therein, including all claims for past infringement, worldwide, whether registered or unregistered, and including without limitation:

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

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

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

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

(v) industrial designs; and

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

"**Interim Financing Charge**" has the meaning given in the Interim Financing Order.

"**Interim Financing Order**" has the meaning given in the recitals.

"**Interim Period**" means the period between the date hereof and the Closing Date.

"**Inventory and Supplies**" means all those inventories of the Vendors including all finished goods, work in process, raw materials, packaging materials and all other materials and supplies to be used or consumed by the Vendors in the production of finished goods.

"**Liability**" or "**Liabilities**" means any debt, loss, Claim, damage, demand, fine, judgment, penalty, commitment, undertaking, expense, fine, penalty, cost, royalty, deficiency, liability, or obligation (whether known or unknown, disclosed or undisclosed, asserted or unasserted, express or implied, primary or secondary, direct or indirect, matured or unmatured, fixed, absolute, contingent, determined, determinable, accrued or unaccrued, liquidated or unliquidated, or due or to become due), whether in contract, tort or otherwise, and whether or not the same would be required by Applicable Accounting Principles to be reflected in financial statements or disclosed in the notes thereto.

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"**Leased Equipment**" has the meaning given to it in Section 2.1(b).

"**Leased Premises**" means the premises occupied by the Vendors used as the principal place of operating the Business at 123 Poonamalie Rd., Smiths Falls, Ontario K7A 5B8.

"**Material Equipment**" has the meaning given to it in Section 5.2(f).

"**Ordinary Course of Business**" means the ordinary course of Business of the Vendors with respect to the Purchased Assets, consistent with the conduct of such Business on the date hereof, subject to compliance with orders of the Court and applicable insolvency statutes.

"**Outside Date**" means ten (10) Business Days after the Business Day on which the Approval and Vesting Order is issued (or the next Business Day if the Approval and Vesting Order is not issued on a Business Day).

"**Party**" or "**Parties**" has the meaning given in the recitals.

"**Person**" means any individual, partnership, association, body corporate, organization, limited partnership, limited liability partnership, limited liability company, joint venture, syndicate, sole proprietorship, co-operative, company or corporation with or without share capital, unincorporated association, trust, estate, trustee, executor, administrator or other legal personal representative, Governmental Authority, syndicate or other entity however designated or constituted.

"**Proposal Trustee**" has the meaning given in the recitals.

"**Proposal Trustee's Certificate**" means the certificate of the Proposal Trustee certifying that the Proposal Trustee has received written confirmation in form and substance satisfactory to the Proposal Trustee from the Parties that all conditions to Closing have been satisfied or waived by the applicable Parties.

"**Purchase Price**" has the meaning given to it in Section 2.6(b).

"**Purchased Assets**" has the meaning given to it in Section 2.1.

"**Purchased Equipment**" has the meaning given to it in Section 2.1(a).

"**Purchaser**" has the meaning given in the recitals.

"**Sales Taxes**" means all goods and services taxes and harmonized sales taxes imposed under Sales Tax Legislation.

"**Sales Tax Legislation**" means Part IX of the *Excise Tax Act.*

"**SISP**" has the meaning given in the recitals.

"**Successful Bid**" has the meaning given in the recitals.

"**Taxes**" shall mean (i) any and all federal, provincial, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all net income, gross receipts, capital, sales, use, Sales Taxes, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment,

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excise, severance, escheat, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever; (ii) all interest, penalties, fines, installments, additions to tax or additional amounts imposed by any Governmental Authority or other taxing authority in connection with any item described in clause (i); and (iii) any liability in respect of any items described in clauses (i) and/or (ii) payable by reason of Contract, assumption, transferee liability, operation of Law, or otherwise, in each case, whether disputed or not.

"**Third-Party Consents**" means, with respect to a Consent Required Contract, all consents, approvals and like steps necessary to the assignment of the Consent Required Contract from the Vendors to the Purchaser.

"**Transaction**" means the purchase of the Purchased Assets and assumption of the Assumed Liabilities by the Purchaser contemplated by this Agreement.

"**Transaction Documents**" means this Agreement and any necessary deeds, conveyances, assurances, transfers and assignments, and any other instruments and closing documents, that may be reasonably required by the Vendors or the Purchaser to implement the Transaction.

"**Transferred Employee**" has the meaning given to it in Section 6.6(a).

"**Vendors**" has the meaning given in the recitals and shall mean and be read as "Vendors and either of them".

"**Wages**" means base wage, base salary, and ordinary course sales commissions, as applicable, but excluding for greater certainty, accrued vacation pay.

"Working Capital" means, at any time, the amount of (i) the Accounts Receivables aged less than 60 days attributable to the Business due from *bona fide*, third-party customers (excluding for greater certainty, any Accounts Receivable owing by either Vendor, any Affiliate of a Vendor or an Affiliate of any shareholder of the Vendor); and (ii) Inventory and Supplies, calculated in accordance with Applicable Accounting Principles (including application of any allowance for doubtful accounts, bad debt expenses and useable or unsalable inventory).

Section 1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 1.3 General Construction.

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement.

Section 1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings.

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Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to $ are expressed in Canadian currency.

Section 1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

Section 1.7 Schedules

The following Schedules are incorporated in and form part of this Agreement:

Schedule “A” – Purchased Equipment (Non-Limitative)

Schedule “B” – Leased Equipment

Schedule “C” – Assumed Contracts

Schedule “D” – Assumed Real Property Leases

Schedule “E” – Excluded Assets

Schedule "F” – Material Equipment

Schedule 2.6(e) – Allocation

Terms defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules.

ARTICLE 2
SALE AND PURCHASE OF PURCHASED ASSETS

Section 2.1 Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing and effective as at 12:01 am (EST) on the Closing Date, the Vendors agree to sell, assign, transfer and convey to the Purchaser, and the Purchaser agrees to purchase, acquire and accept from the Vendors, all of the Vendors’ respective right, title and interest in and to, free and clear of all Encumbrances (all of such assets and property, excluding for greater certainty, the Excluded Assets, hereinafter collectively referred to as the “**Purchased Assets**”):

(a) **Purchased Equipment**. All personal property used or held for use in the operation of the Business, including equipment, machinery, chattels, Improvements, furnishings, replacement and component parts, spare parts, fixtures, computer hardware and peripheral equipment, office and other supplies, training materials, and other tangible personal and movable property, including but not limited to the personal property listed in Schedule “A”, as such Schedule may be amended, supplemented, or restated by the Purchaser from time to time prior to the Closing (the “**Purchased Equipment**”);

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(b) **Leased Equipment**. The leasehold interest under any Assumed Contracts in personal property used or held for use in the operation of the Business, including but not limited to the personal property listed in Schedule "B", as such Schedule may be amended, supplemented, or restated by the Purchaser from time to time prior to the Closing (the "**Leased Equipment**");

(c) **Assumed Contracts**. Without duplication of the Assumed Real Property Lease, all Contracts listed in Schedule "C", as such Schedule may be amended, supplemented, or restated by the Purchaser from time to time prior to the Closing (the "**Assumed Contracts**");

(d) **Assumed Real Property Leases**. The leases, subleases, licenses and other occupancy Contracts with respect to all real or immovable property and all plants, buildings, structures, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) thereon, forming part thereof or benefiting such real or immovable property related to the Business, listed in Schedule "D", as such Schedule may be amended, supplemented, or restated by the Purchaser from time to time prior to the Closing (the "**Assumed Real Property Leases**");

(e) **Accounts Receivables.** All Accounts Receivables;

(f) **Inventory and Supplies**. All Inventory and Supplies;

(g) **Intellectual Property**. All Intellectual Property;

(h) **Permits and Authorizations**. All orders, authorizations, approvals, licenses or permits of a Governmental Authority, owned, held or used by the Vendors in connection with the Business to the extent that they are transferable;

(i) **Books and Records**. All Books and Records, except those related to Excluded Assets, Excluded Liabilities, and any employees or personnel that are not Transferred Employees;

(j) **Insurance Proceeds**. All proceeds of any insurance payable as a result of the occurrence of a loss, damage, destruction, appropriation, expropriation or seizure of Purchased Assets following the date hereof;

(k) **Goodwill and Intangibles.** The goodwill and intangibles of the Business, including the exclusive right of the Purchaser to (i) represent itself as carrying on the Business in continuation of and in succession to the Vendors, and (ii) use any words indicating that the Business is carried on;

(l) **Claims**. Any Claims, refunds, causes of action, rights of recovery, rights of set-off, subrogation and rights of recoupment of the Vendors; and

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

Section 2.2 Excluded Assets

Notwithstanding any provision of this Agreement, the Purchased Assets will not, and will not be deemed to, include any of the following assets (collectively, the "**Excluded Assets**"):

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(a) **Cash**. All bank accounts and cash on hand.

(b) **Excluded Contracts**. All Excluded Contracts, including all Equipment Leases not designated as Assumed Contracts on Schedule "C";

(c) **Non-Assumed Real Property Leases**. Any leases of real property that are not Assumed Real Property Leases;

(d) **Minute Books**. Corporate minute books of the Vendors;

(e) **Books and Records**. Books and Records that are related to Excluded Assets, Excluded Liabilities, and any employees or personnel that are not Transferred Employees

(f) **Non-Transferable Permits and Authorizations**. Any orders, authorizations, approvals, licenses or permits of a Governmental Authority, owned, held or used by the Vendors in connection with the Business which are not transferable;

(g) **Insurance**. Other than as set forth in Section 2.1(j), all insurance policies, proceeds, and claims;

(h) **Employee Plans**. All rights and interests in and to the Employee Plans and any related assets or insurance policies; and

(i) **Other Excluded Assets**. The assets listed on Schedule "E" and any other property or asset of the Vendors that the Purchaser advises the Vendors of in writing prior to the Closing Date.

Section 2.3 Assumed Liabilities

Subject to Closing, the Purchaser agrees to assume the following obligations and liabilities of the Vendor with respect to the Business and the Purchased Assets as and from the Closing Date (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities and obligations in respect of the Assumed Contracts solely to extent such Liabilities and obligations are required to be performed after the Closing Date and do not relate to any failure to perform, improper performance or other breach, default or violation prior to the Closing Date;

(b) any Liabilities and obligations first arising from the ownership of the Purchased Assets after the Closing Date; and

(c) all Liabilities respect to the Transferred Employees assumed pursuant to Section 6.6(d).

Section 2.4 Excluded Liabilities

The Purchaser shall not assume and shall have no obligation to discharge, perform or fulfil any and all Excluded Liabilities, which shall remain the sole responsibility and obligation of the Vendors. "**Excluded Liabilities**" means any and all liabilities and obligations of the Vendors or with respect to the Business or the Purchased Assets, whether known, unknown, direct, indirect, absolute, contingent or otherwise or arising out of facts, circumstances or events, in existence on

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or prior to the Closing Date, other than the Assumed Liabilities, including but not limited to the following:

(a) all secured and unsecured indebtedness of the Vendors and obligations and liabilities under any credit or loan agreements;

(b) all Liabilities under any Equipment Leases, other than Liabilities assumed pursuant to Section 2.3(a) in respect of Equipment Leases designated as Assumed Contracts on Schedule "C";

(c) other than Sales Taxes payable pursuant to Section 4.1, all Liabilities for all Taxes payable by the Vendors to any federal, provincial, local or other Governmental Authority, including, any failure to remit source deductions or other Taxes on behalf of Employees to a Governmental Authority and any failure to remit Sales Taxes to a Governmental Authority;

(d) all Liabilities and Claims of any kind relating to the Excluded Assets, including all obligations and Liabilities in connection with Excluded Contracts;

(e) all Liabilities and obligations in respect of accounts payable of the Business;

(f) all Liabilities and obligations secured by the Administration Charge and the Interim Lender's Charge;

(g) any assessment or reassessment for Sales Taxes, duties or imposts of any kind whatsoever of the Vendors or, if incurred or accruing due prior to the Closing Time, relating to the Business or the Purchased Assets;

(h) all Liabilities and obligations with respect to the Employee Plans;

(i) all Liabilities and obligations of the Vendors in respect of any proceeding arising out of any action or proceeding arising out of, or relating to, any occurrence or event happening prior to the Closing Time;

(j) any Liability to indemnify, reimburse, or advance amounts to any shareholder, officer, director, employee, or agent of Vendor arising out of, or relating to, any occurrence or event occurring before the Closing

(k) any Liability of the Vendors under this Agreement or any other Transaction Document arising out of, or relating to, any occurrence or event occurring prior to the Closing;

(l) any Liabilities not expressly assumed pursuant to Section 6.6(d) arising in respect of or relating to the Employees;

(m) any accident, loss, injury, act or occurrence that occurred prior to the Closing, including any Claims or proceedings against the Vendors and including matters that are not known until after the Closing;

(n) all Liabilities arising out of or relating to product or service warranties of the Vendors to the extent sold or distributed prior to Closing; and

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(o) all Claims and Liabilities of the Vendors or any of their affiliates that are unrelated to the Purchased Assets or the Assumed Liabilities.

Section 2.5 Assumption of Contractual Liabilities

Notwithstanding anything in this Agreement, the Purchaser does not assume and has no obligation to discharge any Liability or obligation under or in respect of any Consent Required Contract, including the Assumed Real Property Leases, (a) which is not assignable in whole or in part without the consent, approval or waiver of the other party or parties to it; or (b) which cannot be performed by the Purchaser without the consent of the other party or parties to it, unless, in either case, (i) such consent, approval or waiver has been obtained on terms satisfactory to the Purchaser, acting reasonably (each, a "**Approved Consent**"), or (ii) an Assignment Order has been granted in respect of the Consent Required Contract.

Section 2.6 Purchase Price

(a) As a deposit for the payment of the Purchase Price on the Closing, the Purchaser paid to the Proposal Trustee on June 30, 2025, in accordance with the SISP, by wire transfer of immediately available funds, the Deposit. The Deposit shall be held in escrow by the Proposal Trustee on behalf of the Purchaser and be dealt with in accordance with this Agreement.

(b) The consideration payable by the Purchaser to the Vendors for the Purchased Assets, exclusive of all Sales Taxes shall be: (i) an amount in cash equal to $2,615,032 (which amount includes the Deposit), *minus* any Cure Costs required to be paid (collectively, the "**Cash Consideration**"); and (ii) the amount of the Assumed Liabilities (collectively, the "**Purchase Price**").

(c) The Cash Consideration, less the Holdback, shall be paid and satisfied on the Closing Date by the Purchaser by releasing the Deposit and the Purchaser providing a wire transfer in the amount of the Cash Consideration (less the Deposit and the Holdback) to Proposal Trustee on behalf of the Vendors.

(d) The Purchase Price as to the dollar value of the Assumed Liabilities shall be satisfied by the Purchaser by assumption and satisfaction of the Assumed Liabilities.

(e) Within ten (10) Business Days from the date hereof, the Parties shall agree in good faith on an allocation as between the Vendors, which allocation shall be consistent with the allocation amongst the Purchased Assets set forth on Schedule 2.6(e). The Parties will complete all tax return designations and elections in a manner consistent with the agreed allocation and otherwise follow the allocation for all tax purposes on and subsequent to the Closing Date.

Section 2.7 Working Capital Adjustment

(a) Within thirty (30) days following the Closing Date (or such other date as is mutually agreed to by the Vendors and the Purchaser in writing), the Purchaser, shall prepare and deliver to the Vendors a draft statement of Working Capital (the "**Draft Working Capital Statement**") prepared as of the Closing Date.

(b) The Vendors shall have fifteen (15) days to review the Draft Working Capital Statement following receipt of it and the Vendors must notify the Purchaser in

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writing if it has any objections to the Draft Working Capital Statement within such fifteen (15) day period. The notice of objection must contain a statement of the basis of each of the Vendors' objections and each amount in dispute. The Purchaser shall provide access, upon every reasonable request, to the Vendors to all work papers of the Purchaser and the appropriate personnel to verify the accuracy, presentation and other matters relating to the preparation of the Draft Working Capital Statement, subject to reasonable confidentiality conditions.

(c) If the Vendors sends a notice of objection of the Draft Working Capital Statement in accordance with Section 2.7(b), the Parties shall work expeditiously and in good faith in an attempt to resolve such objections within ten (10) days following receipt of the notice. Failing resolution of any objection to the Draft Working Capital Statement raised by the Purchaser, the dispute will be submitted for determination to the Court. The Parties shall revise the Draft Working Capital Statement to reflect the final resolution or final determination pursuant to a final order the Court within one (1) Business Day following such final resolution or determination. Such revised Draft Working Capital Statement will be final, conclusive and binding upon the Parties. The Draft Working Capital Statement will become the "**Final Working Capital Statement**" on the next Business Day following revision of the Draft Working Capital Statement under this Section 2.7(c).

(d) If the Vendors do not notify the Purchaser of any objection within the fifteen (15) day period, the Vendors are deemed to have accepted and approved the Draft Working Capital Statement and such Draft Working Capital Statement will be final, conclusive and binding upon the Parties, and will not be subject to appeal, absent manifest error. The Draft Working Capital Statement will become the "**Final Working Capital Statement**" on the next Business Day following the end of such fifteen (15) day period.

(e) The Vendors and the Purchaser shall each bear their own fees and expenses, including the fees and expenses of their respective accountants or auditors, in preparing or reviewing, as the case may be, the Draft Working Capital Statement.

(f) If the Working Capital, as determined by the Final Working Capital Statement, is more or equal to $1,200,000, (i) the Purchaser shall pay to the Holdback, to a bank account designated by the Proposal Trustee. If the Working Capital as determined by the Final Working Capital Statement is less than the $1,200,000, the Purchaser shall retain the Holdback for the absolute amount of the difference between Working Capital and $1,200,000 as a decrease to the Purchase Price and pay any remaining Holdback to a bank account designated by the Proposal Trustee. For avoidance of doubt, if the Working Capital as determined from the Final Working Capital Statement is less than $1,200,000 and such difference exceeds the Holdback, the Purchaser shall retain the entire Holdback as a decrease to the Purchase Price and no additional amounts shall be paid to the Vendors.

ARTICLE 3
CONSENT-REQUIRED CONTRACTS

Section 3.1 Consent Required Contracts

(a) The Purchaser, with the Vendors' reasonable assistance, shall use commercially reasonable efforts to obtain any necessary Third-Party Consents.

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(b) The Purchaser may, prior to Closing, request the Vendors to seek an Assignment Order for Consent Required Contract(s) in respect of which not all Third-Party Consents could be obtained prior to materials in respect of the Approval and Vesting Order being served.

(c) The Vendors shall make best efforts to obtain any Assignment Order requested by the Purchaser, at the same time as the Approval and Vesting Order shall be sought.

(d) Provided the Vendors make best efforts, the Vendors shall have no liability to the Purchaser with respect to any unobtained Third-Party Consent or Assignment Order.

Section 3.2 Cure Costs

To the extent that any Cure Costs are payable in respect of any Assumed Contract, the Purchaser shall pay such Cure Costs in accordance with the Assignment Order to the extent such Assumed Contract is assigned to and assumed by the Purchaser on the Closing Date. For greater certainty, any Cure Costs payable shall be deducted from the cash amounts set forth in Section 2.6(b)(i) to calculate the Cash Consideration payable by the Purchaser to the Vendors on Closing.

ARTICLE 4
TAX MATTERS

Section 4.1 Sales Taxes

The Purchaser shall be liable for and shall pay all Sales Tax properly payable upon and in connection with the purchase and sale of the Purchased Assets from the Vendor to the Purchaser.

Section 4.2 Tax Elections

(a) Notwithstanding Section 4.1, the Vendors and the Purchaser shall jointly elect under subsection 167(1) of Excise Tax Act so that no Sales Tax is payable in respect the purchase and sale of the Purchased Assets under the Excise Tax Act, using the prescribed form(s) and including the prescribed information, and the Purchaser shall file that election with the appropriate Governmental Authority in accordance with the requirements of Excise Tax Act.

(b) The Purchaser and Vendors shall execute jointly an election in prescribed form under Section 22 of the Income Tax Act (and any corresponding provincial legislation) in respect of the Accounts Receivables and shall each file such election with their respective tax returns for their respective taxation years that include the Closing Date.

(c) The Purchaser and Vendors shall execute joint election(s) to have the rules in subsection 20(24) of the Income Tax Act, and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply to the obligations of the Vendors in respect of undertakings which arise from the operation of the Business and to which paragraph 12(1)(a) of the Income Tax Act applies.

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ARTICLE 5
REPRESENTATIONS AND WARRANTIES

Section 5.1 Purchaser's Representations

The Purchaser represents and warrants to the Vendors as of the date hereof and as of the Closing Time, and acknowledges that the Vendors are relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder, as follows.

(a) Incorporation and Status. The Purchaser is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation, is in good standing under such laws and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Transaction Documents, and to complete the transactions contemplated hereunder and thereunder.

(b) Corporate Authorization. The execution and delivery of this Agreement and the Transaction Documents and the consummation of the Transaction have been duly authorized by all necessary corporate or other action on the part of the Purchaser.

(c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement and the Transaction Documents do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the organizational documents of the Purchaser, any agreement to which the Purchaser is bound, any judgment or order of a court of competent jurisdiction or any Governmental Authority, or any Applicable Law.

(d) Execution and Binding Obligation. This Agreement and each Transaction Document has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the terms of the Approval and Vesting Order and any Assignment Order(s).

(e) HST Registrant. The Purchaser will register for purposes of the tax imposed under Sales Tax Legislation and provide its registration number to the Vendors prior to the Closing Date.

(f) Residency. The Purchaser is not a non-resident of Canada for purposes of the Income Tax Act or the Excise Tax Act.

Section 5.2 Vendors' Representations

The Vendors represent and warrant to the Purchaser as of the date hereof and as of the Closing Time, and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Incorporation and Status. The Vendors are corporations duly incorporated, organized and subsisting under the laws of their jurisdiction of incorporation, are

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in good standing under such laws and, subject to and in accordance with Court approval and insolvency statutes, have the power and authority to enter into and perform their obligations under this Agreement and the Transaction Documents, and to complete the transactions contemplated hereunder and thereunder.

(b) Corporate Authorization. The execution and delivery of this Agreement and the Transaction Documents, and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Vendors (except such corporate actions that are unnecessary in accordance with Court orders and/or under insolvency statutes).

(c) No Conflict. The execution, delivery and performance by the Vendors of this Agreement and the Transaction Documents do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the organizational documents of the Vendors, any agreement to which the Vendors are bound, any judgment or order of a court of competent jurisdiction or any Governmental Authority, or any Applicable Law; except, in each case, to the extent that, in accordance with Court orders and/or under insolvency statutes, the foregoing (i) is stayed; or (ii) would not reasonably be expected to prohibit, delay, restrict or prevent the Vendors from completing the Transaction.

(d) No Options, etc. Except for the Purchaser's right under this Agreement and any "Back-up Bid" chosen pursuant to the SISP, no Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase from the Vendor of any of the Purchased Assets except for customers of the Vendor in respect of the non-material purchase of Inventory and Supplies in the ordinary course of business.

(e) Execution and Binding Obligation. This Agreement and each Transaction Document constitutes a legal, valid and binding obligation of the Vendors, enforceable against them in accordance with its terms subject only to the applicable provisions of insolvency statutes and the terms of any Court order.

(f) Scheduled Assets. As of the date hereof and as of the Closing Date, the material equipment as set forth on Schedule "F" (the "**Material Equipment**") will be located on the Vendors' Leased Premises or customer sites and on the Closing Date, the Purchaser will obtain possession of such Material Equipment which constitute Purchased Assets for purposes of operating the Business.

(g) No Proceedings. There are no proceedings pending, or to the knowledge of the Vendors, Claims threatened, against the Vendors, including but not limited to before any Governmental Authority, which, in accordance with Court orders and/or under insolvency statutes, is not (i) stayed; or (ii) not reasonably expected to prohibit, delay, restrict or prevent the Vendors from completing the Transaction.

(h) HST Registrant. The Vendors are registrants for the purposes of the tax imposed under Sales Tax Legislation and their registration numbers are 78968 2077 and 70656 0901.

(i) Residency. The Vendors are not non-residents of Canada for purposes of the Income Tax Act or the Excise Tax Act.

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Section 5.3 Limitations

With the exception of the Vendors' representations and warranties in Section 5.2 and the Purchaser's representations and warranties in Section 5.1, neither the Vendors nor the Purchaser or their directors, officers, employees, advisors or other representatives have made or shall be deemed to have made any other representation or warranty, express or implied, at law or in equity, in respect of the Vendors, the Purchaser, the Purchased Assets or the Transaction.

Section 5.4 As is, Where is

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS ARE PURCHASED AND THE ASSUMED LIABILITIES ARE ASSUMED BY THE PURCHASER "AS IS, WHERE IS" AS THEY MAY OR NOT EXIST AT THE CLOSING DATE WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS, THE VENDORS' BUSINESS, AND THE ASSUMED LIABILITIES, AND WITHOUT ANY RECOURSE TO ANY OF THE VENDORS, THE PROPOSAL TRUSTEE OR ANY OF THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES OR ADVISORS, OTHER THAN FOR KNOWING AND INTENTIONAL FRAUD. THE PURCHASER AGREES TO ACCEPT THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY MAY BE IN ON THE CLOSING DATE BASED ON THE PURCHASER'S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO ANY OF THE VENDORS OR THE PROPOSAL TRUSTEE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Any documents, materials and information provided by the Vendors or Proposal Trustee to the Purchaser with respect to the Purchased Assets or Assumed Liabilities (including any confidential information memorandums, management presentations, or material made available in the electronic data room or in connection with the SISP) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Vendors and/or Proposal Trustee have not made and are not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. Unless specifically stated in this Agreement, the Purchaser acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, arising by custom or usage of trade, legal, equitable, conventional, collateral or otherwise, is being given by the Vendors or Proposal Trustee as to description, fitness for purpose, sufficiency to carry on any business, operation, merchantability, quantity, condition, ownership, quality, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever. For greater certainty, nothing in this Section 5.4 shall limit the representations and warranties provided by the Vendor in Section 5.2.

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ARTICLE 6
COVENANTS

Section 6.1 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Closing Date, and in any event, on or before the Outside Date.

Section 6.2 Motion for Approval and Vesting Order and Assignment Order

As soon as practicable, subject to Court availability and compliance with Rules of Civil Procedure (Ontario), after the selection of this Agreement as the Successful Bid in the SISP, the Vendors shall bring a motion for the issuance of the Approval and Vesting Order, and if applicable, the Assignment Order. The Vendors shall use best efforts in seeking the issuance and entry of the Approval and Vesting Order and the Assignment Order and the Purchaser shall cooperate with the Vendors in this respect.

Section 6.3 Interim Period

(a) During the period between the execution of this Agreement and Closing, except as otherwise expressly contemplated or permitted by this Agreement, the Vendors shall use commercially reasonable efforts to conduct their business in the Ordinary Course of Business except to the extent required to allow the Vendors to comply with their obligations under this Agreement, Court orders or insolvency statutes.

(b) Without limiting the generality of Section 6.3(a), the Vendor shall:

(i) remain in possession of the Purchased Assets until Closing;

(ii) not sell, assign, lease, dispose or otherwise transfer the Purchased Equipment or other Purchased Assets, except Inventory and Supplies in the Ordinary Course of Business;

(iii) maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions, modifications or maintenance in the Ordinary Course of Business;

(iv) insure the Purchased Assets substantially in the same manner as they are insured as of the date hereof;

(v) not disclaim any Contract without the prior written consent of the Purchaser;

(vi) continue employing the Employees that are employed by the Vendors as of the date hereof; and

(vii) not enter into any material contract or agreement in respect of the Purchased Assets other than in the Ordinary Course of Business.

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Section 6.4 Access During Interim Period

During the Interim Period, the Vendors shall give, or cause to be given, to the Purchaser and its representatives, in accordance with Applicable Law reasonable access during normal business hours to the Purchased Assets and Assumed Liabilities, including the Books and Records, personnel, properties, Contracts, provided that the Purchaser shall not be entitled to any confidential, privileged or otherwise sensitive information, as determined by the Vendors and the Proposal Trustee, each acting reasonably. Without limiting the generality of the foregoing: (a) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all Books and Records relating to the Purchased Assets or Assumed Liabilities; and (b) the Vendors shall instruct any of its executive officers and senior business managers, employees and counsel who have who have knowledge about the creation, development, and use of the Purchased Assets to reasonably cooperate with the Purchaser and its representatives regarding the same. Such access shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and the Vendors shall co-operate reasonably in facilitating such access and shall furnish copies of all such Books and Records as may be reasonably requested by or on behalf of the Purchaser, provided, that: (i) such access will not unreasonably interfere with the Vendor's operations; and (ii) the Purchaser has given the Vendor at least two (2) Business Days' prior written notice of any such request; and (c) the Purchaser shall not conduct invasive or intrusive inspections, tests and audits. No action or review undertaken or made pursuant to this Section 6.4 by the Purchaser or its representatives at any time prior to or following the date of this Agreement shall affect or be deemed to modify any representation or warranty made by the Vendors herein.

Section 6.5 Change of Name

Within two (2) Business Days after Closing, the Vendors shall take all steps necessary to change their operating names back to their numbered company names only.

Section 6.6 Employee Matters

(a) The Purchaser shall offer employment conditional on Closing and effective as of one hour after the Closing Time to the Employees set forth on a Schedule to be delivered to the Vendors by the Purchaser at least five (5) Business Days prior to the Closing Date. The offers of employment shall be on similar terms and conditions provided by the Vendors to such Employees immediately prior to the Closing. Each Employee who accepts the Purchaser's offer of employment and commences active employment with the Purchaser or one of its subsidiaries shall be a "**Transferred Employee**". The offer of employment for any Employee who is absent from work as of the date of such offer due to a short or long-term disability, pregnancy, parental or another statutory leave of absence may, in the sole discretion of the Purchaser, specify that the offer of employment is conditional upon such Employee commencing work for the Purchaser or the Purchaser's subsidiary no later than twelve (12) months after the Closing Date, and each such Employee shall only become a Transferred Employee as of the date, if any, on which such Employee commences work with the Purchaser.

(b) The Vendors shall co-operate with the Purchaser in the orderly transfer of the Transferred Employees on Closing. For greater certainty, the Vendors shall, upon request, assist in the Purchaser's efforts to make such offers as contemplated by this Section 6.6(b). The Vendors shall not attempt in any way to discourage any of its employees from accepting any offer of employment made by the Purchaser.

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(c) At least one (1) Business Day prior to the Closing Date, the Purchaser shall provide the Vendors and the Proposal Trustee a list of all Transferred Employees.

(d) The Purchaser shall assume and be responsible for all Wages respect to the Transferred Employees.

(e) The Purchaser shall not assume any other Liabilities with respect to the Employees, including:

(i) all severance payments, damages for wrongful dismissal and all related costs in respect of the termination of the non-Transferred Employees;

(ii) all Liabilities for claims for injury, disability, death or workers' compensation arising from or related to the employment prior to Closing; and

(iii) all employment-related Liabilities arising from or related to matters that occur prior to Closing, including without limitation claims in respect of occupational health and safety.

(f) The Vendors shall terminate all Employees, including Transferred Employees, effective upon the Closing Time. For avoidance of doubt, all Liabilities with respect to the Vendors' termination of any Employee shall be Excluded Liabilities.

ARTICLE 7
CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions to be fulfilled or performed at or prior to the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

(a) except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement and each of the other Transaction Documents, all representations and warranties of the Vendors contained in this Agreement and the Transaction Documents shall be true as of the Closing Time with the same effect as though made on and as of that date;

(b) the Vendors shall have performed their obligations under this Agreement and each of the other Transaction Documents to the extent required to be performed at or before the Closing Time;

(c) the Vendors shall have executed and delivered or caused to have been execute and delivered to the Purchaser or at the Closing, all the documents contemplated in Section 8.3; and

(d) an Approved Consent or Assignment Order shall have been obtained in respect of each Consent Required Contract.

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Section 7.2 Conditions Precedent in favour of the Vendors

The obligation of the Vendors to complete the Transaction is subject to the following conditions to be fulfilled or performed at or prior to the Closing Date, which conditions are for the exclusive benefit of the Vendors and may be waived, in whole or in part, by the Vendors in their sole discretion:

(a) except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement and each of the other Transaction Documents, all representations and warranties of the Purchaser contained in this Agreement and the Transaction Documents shall be true in all material respects as of the Closing Time with the same effect as though made on and as of that date;

(b) the Purchaser shall have performed in all material respects each of their obligations under this Agreement and each of the other Transaction Documents to the extent required to be performed at or before the Closing Time; and

(c) the Vendors shall have executed and delivered or caused to have been execute and delivered to the Purchaser or at the Closing, all the documents contemplated in Section 8.2.

Section 7.3 Conditions Precedent in favour of both the Purchaser and the Vendor

(a) The obligations of the Vendors and the Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed on or prior to the Closing Date:

(i) During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or law which has: (i) the effect of making any of the Transaction illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transaction; and

(ii) the Approval and Vesting Order shall have been obtained and shall not have been stayed, varied, or vacated (or any such appeal shall have been dismissed with no further appeal therefrom).

(b) The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Vendors and the Purchaser. Any condition in this Section 7.3 may be waived by the Purchaser and the Vendors, in whole or in part, without prejudice to any of their respective rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver will be binding on the Purchaser or the Vendors, as applicable, only if made in writing.

ARTICLE 8
CLOSING ARRANGEMENTS

Section 8.1 Closing

Subject to the conditions set out in this Agreement, Closing shall take place by electronic exchange of documents at the Closing Time, or as otherwise determined by mutual agreement of

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the Parties in writing, and the Parties shall exercise commercially reasonable efforts to cause Closing to occur at the Closing Time and, in any event, prior to the Outside Date.

Section 8.2 Purchaser's Deliveries on Closing

At or before the Closing Time, the Purchaser shall execute and deliver, or arrange for the delivery to the Vendors the following, each of which shall be in form and substance satisfactory to the Vendors, acting reasonably:

(a) completed forms for the elections referenced in Section 4.2;

(b) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all respects the covenants to be performed by it prior to the Closing Time; and

(c) any Transaction Document(s).

Section 8.3 Vendors' Deliveries on Closing

At or before the Closing Time, the Vendors shall execute and deliver, or arrange for the delivery to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(a) an issued and entered copy of the Approval and Vesting Order and any Assignment Order(s);

(b) a receipt executed by the Proposal Trustee for the Cash Consideration, including the Deposit;

(c) a certificate dated as of the Closing Date confirming that all of the representations and warranties of the Vendors contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Vendors have performed in all material respects the covenants to be performed by it prior to the Closing Time;

(d) completed forms for the elections referenced in Section 4.2;

(e) evidence satisfactory to the Purchaser, acting reasonably, that Wages have been paid in full as of the Closing Date; and

(f) any Transaction Document(s).

Section 8.4 Possession of Assets

On Closing, the Purchaser shall take possession of the Purchased Assets in situ. The Purchaser acknowledges that the Vendors have no obligation to deliver physical possession of the Purchased Assets to the Purchaser.

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Section 8.5 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement, such dispute will be determined exclusively by the Court.

Section 8.6 Termination

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

(i) by the mutual agreement of the Purchaser and the Vendors;

(ii) by either the Purchaser or the Vendors, upon the termination, dismissal or conversion of the NOI proceedings of the Vendors, provided that neither Party may terminate this Agreement pursuant to this Section 8.6 if the termination, dismissal or conversion of the NOI proceedings was caused by a breach of this Agreement by such Party;

(iii) by the Purchaser, if the Approval and Vesting Order or the Assignment Order has not been issued and entered by the Court by the Outside Date;

(iv) by either the Purchaser or the Vendors, if a Governmental Authority issues a final, non-appealable order permanently restraining, enjoining or otherwise prohibiting consummation of the Transaction where such order was not requested, encouraged or supported by the terminating Party;

(v) by either the Purchaser or the Vendors, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;

(vi) by the Purchaser, if there has been a material violation or breach by the Vendors of any agreement, covenant, representation or warranty of the Vendors in this Agreement which would prevent the satisfaction of, or compliance with, any condition set out in this Agreement by the Outside Date and such violation or breach has not been waived by the Purchaser or cured by the Vendors within five (5) Business Days of the Purchaser providing written notice to the Vendors of such breach, unless the Purchaser is itself in material breach of its own obligations under this Agreement at such time; and

(vii) by the Vendors, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement which would prevent the satisfaction of, or compliance with, any condition set out in this Agreement by the Outside Date and such violation or breach has not been waived by the Vendors or cured by the Purchaser within five (5) Business Days of the Vendors providing written notice to the Purchaser of such breach, unless the Vendors are themselves in material breach of their own obligations under this Agreement at such time.

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(b) If this Agreement is terminated pursuant to Section 8.6(a), all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations to any other Party hereunder, except with respect to Section 8.6(b), Section 9.1(*Notices*), Section 9.4(*Benefit of Agreement*), Section 9.6(*Paramountcy*), Section 9.7(*Governing Law*), and Section 9.13(*Proposal Trustee's Capacity*), which shall survive such termination.

(c) If this Agreement is terminated pursuant to Section 8.6(a)(vii), the Deposit shall become the property of, and shall be transferred to, the Vendors as liquidated damages (and not as a penalty) to compensate the Vendors for the expenses incurred and opportunities foregone as a result of the failure to close the Transaction. The Vendors agree that, notwithstanding any other provision herein, the Deposit shall be the exclusive remedy as against the Purchaser if any event described in Section 8.6(a)(vii) occurs giving rise to a termination right to the Vendors under this Agreement.

(d) If the Closing does not occur for any reason and the Agreement is terminated other than the Agreement having been terminated pursuant to Section 8.6(a)(vii), the Deposit (together with any accrued interest, and without offset or deduction) will be forthwith refunded in full to the Purchaser.

ARTICLE 9
GENERAL

Section 9.1 Notice

(a) Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

(i) in the case of the Purchaser, as follows:

Celina Capital Corporation
175 Bloor Street East
North Tower, Suite 1610
Toronto, ON M4W 3R8

Attention: Andrea Nickel
Email: anickel@celinacapital.com

and

Argyle Capital
1 Toronto Street
Toronto, ON M5C 2V6

Attention: Neil Mohammed
Email:
neil.mohammed@argylecapital.ca

and

Terra Nova Truss
PO Box 178

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2602 Perth Road
Glenburnie, ON K0H 1S0

Attention: Mark Fox
Email: mark@terranovatruss.com

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Lee Nicholson / Jared Bachynski
Email: leenicholson@stikeman.com / jbachynski@stikeman.com

(ii) in the case of the Vendors, as follows:

Perley-Robertson, Hill McDougall LLP/s.r.l.
1400-340 Albert Street
Ottawa, ON K1R 0A5

Attention: Joël Turgeon
Email: jturgeon@perlaw.ca

(iii) in case of the Proposal Trustee, as follows:

Albert Gelman Inc.
250 Ferrand Dr., Suite 403
Toronto, ON M3C 3G8

Attention: Tom McElroy
Email: tmcelroy@albertgelman.com

with a copy to:

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St West, 35th Floor
Toronto ON M5V 3H1

Attention: Ryan Shah
Email: ryan.shah@paliareroland.com

(b) Any such notice or other communication, if transmitted by email before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Ottawa time) on a Business Day, will be deemed to have been given on the next Business Day.

(c) Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above shall not constitute delivery of the notice or other

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communication to that Party if the legal counsel replies that they do not represent the Party anymore.

Section 9.2 Time

Time is be of the essence of this Agreement, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendors and the Purchaser, with the consent of the Proposal Trustee.

Section 9.3 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing and the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

Section 9.4 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 9.5 Entire Agreement

This Agreement, the Transaction Documents, and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by all of the Parties, with the approval of the Proposal Trustee, prior to the issuance of the Approval and Vesting Order, or thereafter in any non-material respects, as determined by the Proposal Trustee in its sole and unfettered discretion.

Section 9.6 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement (including for greater certainty the Transaction Documents), the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency, except if such other agreement, document or instrument expressly provides to the contrary.

Section 9.7 Governing Law

This Agreement and the Transaction Documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court and any appellate courts of the Province of Ontario therefrom.

Section 9.8 Assignment

This Agreement may not be assigned by any Party without the prior written consent of the Proposal Trustee and the other Party.

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Section 9.9 Further Assurances

Each of the Parties shall take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement and the Transaction Documents, which, for documents and assurances not contemplated in this Agreement or the Transaction Documents, shall be at the request and expense of the requesting Party.

Section 9.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 9.11 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

Section 9.12 Proposal Trustee's Certificate

The Parties acknowledge and agree that the Proposal Trustee shall be entitled to deliver to the Purchaser, and file with the Court, the executed Proposal Trustee's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Trustee shall have no liability to the Parties in connection therewith.

The Proposal Trustee Certificate shall not be provided in escrow except with the express written consent of the Proposal Trustee which may be withheld for any reason.

Section 9.13 Proposal Trustee's Capacity

In addition to all of the protections granted to the Proposal Trustee under the BIA or any order of the Court, the Vendor and the Purchaser acknowledge and agree that the Proposal Trustee, acting in its capacity as Proposal Trustee of the Vendors, will have no liability, in its personal capacity or otherwise, in connection with this Agreement whatsoever as Proposal Trustee.

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

11449346 CANADA INC. o/a P3 Panel Company

Per: Dylan Sliter



I have authority to bind the corporation.

12574764 CANADA LTD. o/a United Edge Structural Components

Per: Dylan Sliter



I have authority to bind the corporation.

1001281812 ONTARIO INC.

Per: Mark Fox

Mark Fox

I have authority to bind the corporation.

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Schedule "A"

Purchased Equipment

#	Description	Model / Series	Quantity
1	2023 Precision Equipment MFG Trailer – Rolloff Trailer	36' Goosneck T-924 VIN: 1P9GR3623PF554015	1
2	2023 Precision Equipment MFG Trailer - Rolloff Trailer	36' Goosneck T-912 VIN: 1P9GR3620PF554005	1
3	2023 Precision Equipment MFG Trailer - Rolloff Trailer	53' Standard T-913 VIN: 1P9SR5320NF554089	1
4	Combilift Forklift 10223 (15 hours)	CL22100DA47 S/N: 6735	1
5	Spida Machinery Apollo CNC Saw Gen 9 with Two Bag Dust Collectors (2022)	9083 - S/N: M18026	1
6	Carts by Eventek	--	45
7	Large Lumber Carts by Enventek	--	10
8	Altas Copco Air Compressor (2022)	GA18FF. S/N: ITJ592253; ITJ592644	1
9	65" Display	--	4
10	Green Wagons	--	4
11	Milwaukee Mitre Saw	--	1
12	Projectors	--	4
13	Monitors	--	2
14	Uline Scrap Bin	--	2

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15	Forklift Extensions	--	Lot
16	Office Furniture	--	Lot
17	2023 Precision Equipment MFG Trailer – Rolloff Trailer 36”	VIN: 1P9GR3629PF554004	1
18	Other Computers and Electronics	--	--
19	Shed	--	--
20	Yard (Mobile Trailer)	--	--
21	Truss Jiggings	--	--
22	Club Cat (Lawnmower)	--	--
23	Pressure Washer	--	--
24	Radios	--	--
25	Portable Saw	--	--
26	Side Projector	--	--
27	Staplers	--	--
28	Circular Saw	--	--
29	Dust Collector	--	--
30	Vacuum	--	--
31	Signs	--	--

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32	Gooseneck Hitches	--	--
33	Trailer Tie Downs	--	--
34	Snow Plow Attachment Kit	--	--
35	Ram 5500 Chassis	104,060KMs, VIN 3C7WRNCL4NG294057	1
36	Ram 5500 Chassis	VIN 3c7wrncl0ng265722	1
37	Eventek Component Saw	Part of Truss Line	1
38	Loadlifter	Forklift 18000 Load Lifter, S/N 4360	1
39	Gooseneck 15 ton	2TZTED220PT006897	1
40	*[intentionally deleted]*		
41	Manitou M50 Forklift	3,872 hrs, S/N 796570	1
42	Laser System	Virtek Lasers	5
43	All Nail Guns		Lot
44	Jamco Aluminum Trailer	VIN: 2J9011C0F1023714	1
45	2013 Ford Truck Super Duty F-350	VIN 1FT8w3B67DEB05809	1
46	Ford Truckbed	--	--
47	Panel Line 2	--	--
48	Dewalt Mitre Saw	--	7
49	Hyster 60 Forklift	H60FT S/N: 177V15566M	1

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50	Hyster 40 Forklift	H40XMS S/N E001H02884B	1
51	SeaCan Container	FXLU3195221	1
52	Striebig Compact Panel Saw	Compact Trk S/N: 30732; Compact II S/N: 48534	2
53	Mobile Office Trailer	BXOT-166683	1
54	Triad Nailer	--	--
55	Triad Flow Through Component Nailer	--	1
56	King Table Saw	KC-26FXT - S/N 18458-041	1
57	Assorted Dust Collectors Wall Mount	--	3
58	1 Ton Chain Hoist and Track	--	1
59	Office Furniture	--	Lot
60	Misc. Warehouse Equipment	--	Lot
61	Atlas Copco Air Compressor, 2022	GA18FF S/N: ITJ592253; ITJ592644	1
62	Max Super Stapler 1 / Omer Stapler	--	--
63	Max Super Strip Nailers	--	--
64	VersaPlot Box	--	--
65	Laser 2	--	--
66	Power Supply	--	--
67	Computers	--	--

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68	Cameras	--	--
69	Tablets	--	--
70	Chevy Silverado	VIN: 1GC3YSEY4NF356343, 54082 KM	1
71	Virtek Laser	--	--
72	Gooseneck Trailers (x2)	2TZTED227RT008150, 2TZTED220RT008149	2
73	Sheathing Table – Assy Sheeter Table Etc.	--	--
74	*[intentionally deleted]*		
75	Panel Line 2	Panel Line1 - Panels Plus	1
76	Merlo 2016 Telehandler	8,747 hours, TF42.7TTCS-156	1
77	*[intentionally deleted]*		
78	Lobo Mitre Saw	Castaly Saw, CS-24PL45AA	1

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Schedule "B"

Leased Equipment

#	Description	Model / Series	Quantity
1.	2022 14' Gantry Press (56' table and side ejectors)	WRP14 / 0121	**1**
2.	2022 14' Gantry Press (48' table and side ejectors)	WRP14 / 0122	1
3.	2022 Wescana Powered Conveyor System	0123	1
4.	2022 Finishing Press	WFR14	1
5.	2022 10x40 Hydraulic Press, truss jig	WHP10 / 0123	1
6.	Lumber carts		8
7.	2022 Merlo R50 Telehandler and related components described in Lease Agreement between 11449346 Canada Inc. and CWB National Leasing (Lease Agreement No.: 3103488)	--	1
8.	Manitou MRT 3050+ Roto Telehandler (2020) and accessory equipment described in Lease Agreement between 11449346 Canada Inc. and LBC Capital (Contract #500101824-1)	S/N MAN00000U1046427	5

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Schedule "C"

Assumed Contracts

Equipment Leases

1. Master Leasing Agreement entered into between Royal Bank of Canada, as lessor and 12574764 Canada Ltd., as leasee, and the applicable Leasing Schedule for Leases #880995998 and #201000070642

2. Lease Agreement between 11449346 Canada Inc. and LBC Capital (Contract #500101824-1)

3. Lease Agreement between 11449346 Canada Inc. and CWB National Leasing (Lease Agreement No.: 3103488)

Customer Contracts

1. Design, Manufacture and Supply Agreement dated June 23, 2025 between 12574764 Canada Ltd. and 10000923716 Ontario Inc.

2. Design, Manufacture and Supply Agreement between 12574764 Canada Ltd. and Yvonne Helwig (undated)

3. Design, Manufacture and Supply Agreement dated June 2, 2025 between 12574764 Canada Ltd. and DBM Contracting (Ottawa) Inc.

4. Design, Manufacture and Supply Agreement dated May 18, 2025 between 11449346 Canada Inc. and Adam Salem

5. Design, Manufacture and Supply Agreement dated January 17, 2025 between 11449346 Canada Inc. and Scott and Debrorah McLeod

6. Letter of Acceptance dated February 12, 2025 as between 11449346 Canada Inc. and Chandos Construction LP

7. Design, Manufacture and Supply Agreement dated May 5, 2025 between 11449346 Canada Inc. and Dalhousie Non-Profit Housing Cooperative

8. Design, Manufacture and Supply Agreement between 11449346 Canada Inc. and Glenn Wilson Construction (undated)

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Schedule “D”

Assumed Real Property Leases

1. None

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Schedule “E”

Excluded Assets

1. None

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Schedule “F”

Material Equipment

#	Description	Model / Series	Quantity
1	2023 Precision Equipment MFG Trailer - Rolloff Trailer	36' Goosneck T-924 VIN: 1P9GR3623PF554015	1
2	2023 Precision Equipment MFG Trailer - Rolloff Trailer	36' Goosneck T-912 VIN: 1P9GR3620PF554005	1
3	2023 Precision Equipment MFG Trailer - Rolloff Trailer	53' Standard T-913 VIN: 1P9SR5320NF554089	1
4	Combilift Forklift 10223 (15 hours)	CL22100DA47 S/N: 6735	1
5	Spida Machinery Apollo CNC Saw Gen 9 with Two Bag Dust Collectors (2022)	9083 - S/N: M18026	1
6	2023 Precision Equipment MFG Trailer - Rolloff Trailer 36"	VIN: 1P9GR3629PF554004	1
7	Shed	--	1
8	Yard (Mobile Trailer)	--	1
9	Truss Jiggings	--	lot
10	Ram 5500 Chassis	104,060KMs, VIN 3C7WRNCL4NG294057	1
11	Ram 5500 Chassis	VIN 3c7wrncl0ng265722	1
12	Eventek Component Saw	Part of Truss Line	1
13	Loadlifter	Forklift 18000 Load Lifter, S/N 4360	1
14	Gooseneck 15 ton	2TZTED220PT006897	1
15	Manitou M50 Forklift	3,872 hrs, S/N 796570	1
16	Laser System	Virtek Lasers	5
17	Jamco Aluminum Trailer	VIN: 2J9011C0F1023714	1
18	2013 Ford Super Duty F-350	VIN 1FT8w3B67DEB05809	1
19	Panel Line 2	--	1
20	Hyster 60 Forklift	H60FT S/N: 177V15566M	1
21	Hyster 40 Forklift	H40XMS S/N E001H02884B	1
22	SeaCan Container	FXLU3195221	1

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23	Striebig Compact Panel Saw	Compact Trk S/N: 30732; Compact II S/N: 48534	2
24	Mobile Office Trailer	BXOT-166683	1
25	Triad Nailer	--	lot
26	Triad Flow Through Component Nailer	--	1
27	King Table Saw	KC-26FXT - S/N 18458-041	1
28	Laser 2	--	1
29	Chevy Silverado	VIN: 1GC3YSEY4NF356343, 54082 KM	1
30	Virtek Laser	--	1
31	Gooseneck Trailers (x2)	2TZTED227RT008150, 2TZTED220RT008149	2
32	Sheathing Table - Assy sheeter Table etc.	--	1
33	Panel Line 1	Panel Line1 - Panels Plus	1
34	Merlo 2016 Telehandler	8,747 hours, TF42.7TTCS-156	1
35	Lobo Mitre Saw	Castaly Saw, CS-24PL45AA	1
36	Altas Copco Air Compressor (2022)	GA18FF. S/N: ITJ592253; ITJ592644	1
37	2022 14’ Gantry Press (56’ table and side ejectors)	WRP14 / 0121	1
38	2022 14’ Gantry Press (48’ table and side ejectors)	WRP14 / 0122	1
39	2022 Wescana Powered Conveyor System	0123	1
40	2022 Finishing Press	WFR14	1
41	2022 10x40 Hydraulic Press, truss jig	WHP10 / 0123	1
42	Lumber carts		8
43	2022 Merlo R50 Telehandler and related components described in Lease Agreement between 11449346 Canada Inc. and CWB National Leasing (Lease Agreement No.: 3103488)	--	1
44	Manitou MRT 3050+ Roto Telehandler (2020) and accessory equipment described in Lease Agreement between 11449346 Canada Inc. and LBC Capital (Contract #500101824-1)	S/N MAN00000U1046427	5

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Schedule 2.6(e)

Allocation

Purchased Price	***Allocation***
Cash Consideration and Holdback	$2,615,032
Assumed Liabilities	$1,503,717
Total	$4,118,749
Purchased Asset	
Current Assets (Accounts Receivable, Inventory and Supplies)	$300,000
Purchased Equipment	$3,818,747
Other Fixed Assets	$1
Intangible Assets (Assumed Contracts, Assumed Real Property Leases, Intellectual Property, goodwill of the Business etc.)	$1
Total	$4,118,749

APPENDIX C

In the Matter of the Bankruptcy of 11449346 Canada Inc.
Waterfall Analysis in Connection with the Secured Distribution Scheme

	($)	Note / Reference #
Net cash proceeds from sale	262,411.08	
Less: Professional fees	181,707.00	Billings and disbursements of the Trustee and its legal counsel plus related accruals
Less: CRA (deemed trust)	73,858.33	
Remainder for allocation to the below:	6,845.75	(1)
Current assets	930.68	(2) [14% x (1)]
Equipment (PMSI)	3,784.03	(3) [86% x (1) x appraised PMSI equipment / total equipment appraised]
Equipment (no PMSI)	2,131.05	(4) [86% x (1) x appraised non-PMSI equipment / total equipment appraised]
Total	6,845.75	
Secured claims - PMSI	3,784.03	(3)
Secured claims - GSA	3,061.73	(5) [(2) + (4)]
	6,845.75	
Secured Claimants - PMSI		
Bodkin, a Division of Bennington Financial Corp.	818.19	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Meridian OneCap Credit Corp.	839.46	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Mitsubishi HC Capital Canada, Inc.	739.61	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Surgenor National Leasing Limited	924.51	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Armada Credit Group Inc.	462.26	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
	3,784.03	(3)
Secured Claimants - GSA		
1394894 Ontario Inc. (i.e. Deka)	3,061.73	(5)

In the Matter of the Bankruptcy of 12574764 Canada Ltd.

Waterfall Analysis in Connection with the Secured Distribution Scheme	($)	**Note / Reference #**
Net cash proceeds from sale	378,960.05	
Less: Professional fees	147,037.00	Billings and disbursements of the Trustee and its legal counsel plus related accruals
Remainder for allocation to the below:	231,923.05	(1)
Current assets	28,178.07	(2) [12% x (1)]
Equipment (PMSI)	128,352.62	(3) [88% x (1) x appraised PMSI equipment / total equipment appraised]
Equipment (no PMSI)	75,392.36	(4) [88% x (1) x appraised non-PMSI equipment / total equipment appraised]
Total	231,923.05	
Secured claims - PMSI	128,352.62	(3)
Secured claims - GSA	103,570.43	(5) [(2) + (4)]
	231,923.05	
Secured Claimants		
Bennington Financial Corp.	15,440.92	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Coast Capital Equipment Finance Ltd.	52,113.10	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Meridian OneCap Credit Corp.	2,895.17	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Mitsubishi HC Capital Canada, Inc.	15,440.92	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Royal Bank of Canada	30,881.83	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
Sonoma Capital Corp.	11,580.69	(3) x FLV of claimant's PMSI assets / total FLV of PMSI assets
	128,352.62	(3)
Secured Claimants - GSA		
Royal Bank of Canada		
Claimant's total claim (excluding interest)	112,864.72	
Less: distribution on claimant's PMSI claim, above	(30,881.83)	
Difference to distribute	81,982.89	(6)
Surplus after payment of secured claims	21,587.54	(5) - (6)