

SHARE PURCHASE AGREEMENT

BY AND AMONG

5278105 MANITOBA LTD.

6303030 MANITOBA LTD.

DIDYK FAMILY TRUST (2020)

PETRASKO FAMILY TRUST (2020)

QUINTON DIDYK

JAMES PETRASKO

AND

10215914 MANITOBA LTD.

AND

GREY WOLF ANIMAL HEALTH CORP

AND

6303021 MANITOBA LTD.

December 2, 2024

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SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 2 day of December, 2024,

BETWEEN:

5278105 MANITOBA LTD., a corporation governed by the laws of the Province of Manitoba
(“**DidykCo**”)

and

6303030 MANITOBA LTD., a corporation governed by the laws of the Province of Manitoba
(“**PetraskoCo**”)

and

DIDYK FAMILY TRUST (2020), a trust governed by the laws of Manitoba (“**Didyk Trust**”)

and

PETRASKO FAMILY TRUST (2020), a trust governed by the laws of Manitoba (“**Petrasko Trust**”)

and

QUINTON DIDYK, an individual resident in the Province of Manitoba (“**Didyk**”)

and

JAMES PETRASKO, an individual resident in the Province of Manitoba (“**Petrasko**”)

and

10215914 MANITOBA LTD., a corporation governed by the laws of the Province of Manitoba
(the “**Purchaser**”)

and

GREY WOLF ANIMAL HEALTH CORP., a corporation governed by the laws of the
Province of Ontario (“**Grey Wolf**”)

and

6303021 MANITOBA LTD., a corporation governed by the laws of the Province of Manitoba
(the “**Company**”)

WHEREAS:

- A. DidykCo, PetraskoCo, Didyk Trust, Petrasko Trust, Didyk and Petrasko (collectively, the “**Vendors**”) own all of the issued and outstanding shares of the Company.
- B. Grey Wolf and the Purchaser (collectively, the “**Purchasers**”) wish to purchase, and the Vendors wish to sell to the Purchasers, all of the issued and outstanding shares in the capital of the Company on the terms and conditions in this Agreement.
- C. Concurrently herewith, the Vendors and the Purchasers shall enter into a Contribution Agreement (as defined below) pursuant to which, among other things, immediately following the issuance of the Rollover Promissory Notes (as defined below) pursuant to this Agreement, the Vendors shall contribute the Rollover Promissory Notes to Grey Wolf in exchange for the Consideration Shares (as defined below).
- D. Grey Wolf is a reporting issuer in the provinces of Ontario, British Columbia and Alberta whose common shares are listed on the TSXV.
- E. Didyk owns all of the shares of DidykCo and is the sole trustee of Didyk Trust and Petrasko owns all of the shares of PetraskoCo and is the sole trustee of Petrasko Trust (Didyk and Petrasko in such capacities, the “**Guarantors**”). The Guarantors have agreed to guarantee the obligations of the Vendors hereunder.

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

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement and in the schedules, the following terms and expressions shall have the following meanings:

- (a) “**Accountants**” has the meaning ascribed in Section 2.5(3);
- (b) “**Accounting Principles**” means the principles, practices and methodologies ascribed on Exhibit D;
- (c) “**Accounts Payable**” means amounts owing by the Company to any Person as of the Closing Date, which are incurred in connection with the purchase of goods or services in the Ordinary Course of the Business;
- (d) “**Accounts Receivable**” means accounts receivable, revenues earned but not yet billable, bills receivable, trade accounts, book debts and insurance claims recorded as receivable in the Records of the Company and other receivables or amounts due or deemed to be due to the Company including refunds and rebates receivable and the full benefit of all security or collateral for such amounts, including recoverable advances and deposits, but excluding any amounts owing from shareholders and

Affiliates of the Company that are not consistent with receivables from such shareholders and Affiliates of the Company reflected in the Financial Statements;

- (e) “**Affiliate**” means, with respect to a Party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with that Party. For the purpose of this definition, “**Control**” shall mean (i) direct or indirect, ownership of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (ii) fifty percent (50%) or more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or (iii) any other arrangement whereby the entity or Person controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. In the case of entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for a foreign investor may be less than fifty percent (50%), and in such case such lower percentage shall be substituted in the preceding sentence, provided that such foreign investor has the power to direct the management and policies of such entity;
- (f) “**Agreement**” means this share purchase agreement, including the schedules, and all instruments amending it; “hereof”, “hereto” and “hereunder” and similar expressions mean and refer to this Agreement and not to any particular Article, Section, or other subdivision; “Article”, “Section” or other subdivisions of this Agreement followed by a number means and refers to the specified Article, Section or other subdivision of this Agreement;
- (g) “**Annual Financial Statements**” means the compiled unaudited financial statements of the Company for the period ended May 31, 2024;
- (h) “**Arbitration Notice**” has the meaning ascribed in Section 10.6;
- (i) “**Business**” means the business carried on by the Company that is the marketing, compounding (as such term is defined in the RHPA), and dispensing (as such term is defined in the RHPA) of commercial and compounded medications pursuant to a prescription or pursuant to a third party outsource compounding agreement with a licensed pharmacy or healthcare professional;
- (j) “**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in the Province of Manitoba or Ontario;
- (k) “**Canadian Securities Laws**” means, collectively, all applicable securities Laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such Laws together with the applicable published instruments, notices and orders of the securities regulatory authorities in the Qualifying Jurisdictions, including the rules and policies of the TSXV;
- (l) “**Cash and Cash Equivalents**” means (i) all cash, cash deposits, cash equivalents and liquid investments of the Company, plus (ii) all checks, bank deposits, wire

transfers and cash deposits that are in transit to the Company or have been deposited by or on behalf of the Company, but have not cleared, plus (iii) all credit card or similar charges by Third Parties to the Company that have been processed but in respect of which the Company has not yet been paid by the applicable financial institution, plus (iv) any security, escrow or similar deposits or cash held by Third Parties as collateral (including landlords, insurance providers or in respect of letters of credit), plus (v) any cash held as a guarantee in respect of performance of contracts, minus (vi) all outstanding checks and cash posted by counterparties of the Company but that have not yet cleared;

- (m) “**Cash Consideration**” has the meaning ascribed in Section 2.2;
- (n) “**Change of Control Payment**” means any cash payment that is due and payable, by the Company pursuant to a Contract prior to the date hereof to any current or former officer, director, employee or independent contractor of the upon, or in connection with, the consummation of the Transactions (in each instance, without repetition as to any such Person in connection with the Transactions);
- (o) “**Claim**” has the meaning ascribed in Section 7.3;
- (p) “**Closing**” means the completion of the Transactions pursuant to this Agreement at the Closing Time;
- (q) “**Closing Cash**” means the aggregate amount of Cash and Cash Equivalents held by the Company as of the Determination Time, in each case, determined in accordance with the Accounting Principles. For the avoidance of doubt, no item taken into account in the calculation of Closing Cash shall be taken into account in the calculation of Closing Working Capital or Funded Debt;
- (r) “**Closing Date**” means December 2, 2024;
- (s) “**Closing Working Capital**” means, as of the Determination Time for the Company, a combined amount (which may be positive or negative) equal to all current assets of the Company as of such time minus all current liabilities of the Company as of such time, in each case, comprised of the components set forth in, and calculated in accordance with, the Accounting Principles; provided, however, that, for purposes of calculating Closing Working Capital (a) Tax assets and Tax liabilities of a Company that are included in current assets and current liabilities shall (i) exclude all deferred Tax assets and Tax liabilities, and Tax assets and Tax liabilities in respect of corporate income Taxes (including gross income Taxes) and franchise Taxes, and (ii) be limited to Tax assets and Tax liabilities for current Tax periods, which shall be accrued in accordance with the Accounting Principles; and (b) none of the following shall be included in either current assets or current liabilities of the Company for purposes of calculating Closing Working Capital: (i) any assets and liabilities set forth on Schedule 1.1(s); and (ii) any amounts or items included in the calculation of Closing Cash or Funded Debt. An illustrative

calculation of Closing Working Capital as though Closing occurred on August 31, 2024 is set forth in Exhibit D;

- (t) “**Closing Time**” means 8:00 a.m. in the City of Toronto, Ontario on the Closing Date or such other time on the Closing Date as the Parties may agree upon as the time at which the Closing shall take place;
- (u) “**Company**” shall have the meaning ascribed hereto in the Recitals;
- (v) “**Computer Systems**” means all computer hardware, peripheral equipment, Software and firmware, processed data, technology infrastructure and other computer systems and services that are used by or accessible to the Company to receive, store, process or transmit data, to carry on the Business or to carry on its day-to-day operations and affairs;
- (w) “**Consent**” means a license, permit, approval, consent, certificate, registration or authorization (including, without limitation, those made or issued by a Regulatory Authority, in respect of a Contract, or otherwise) but does not include a Regulatory Approval or a Permit;
- (x) “**Consideration Share Allocation**” means the Consideration Share allocation among the Purchased Shares as set forth in Exhibit C;
- (y) “**Consideration Shares**” means an aggregate of 3,160,112 common shares in the capital of Grey Wolf issuable on the contribution of the Rollover Promissory Notes pursuant to the Contribution Agreement which shall be deemed issued at a price per share equal to \$0.8544;
- (z) “**Constating Documents**” means the legal document(s) by which any Person (other than an individual) establishes its legal existence, or which govern its internal affairs, together with all amendments thereto. For example, the “Constating Documents” of a corporation are its articles of incorporation and by-laws, the “Constating Documents” of a trust may include its declaration of trust, trust deed and trust agreement;
- (aa) “**Contract**” means any agreement, understanding, indenture, contract, lease, deed of trust, license, option, instrument or other commitment, whether written or oral;
- (bb) “**Contribution Agreement**” means the contribution agreement by and among the Vendors and the Purchasers in the form attached hereto as Exhibit F;
- (cc) “**Determination Time**” means 11:59:59 p.m., local time of the Person making the applicable calculation, on the day immediately preceding the Closing Date;
- (dd) “**Direct Claim**” has the meaning ascribed in Section 7.3;
- (ee) “**Dispute**” has the meaning ascribed in Section 10.6;

- (ff) “**Employee Plans**” has the meaning ascribed in Section 3.1(39)(a);
- (gg) “**Employment Agreements**” has the meaning ascribed in Section 5.1(6);
- (hh) “**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or howsoever arising and any rights or privileges capable of becoming any of the foregoing;
- (ii) “**Environmental Consents**” has the meaning ascribed in Section 3.1(38)(a)(ii);
- (jj) “**Environmental Laws**” has the meaning ascribed in Section 3.1(38)(a)(i);
- (kk) “**Excluded Employees**” means those employees listed on Schedule 1.1(kk);
- (ll) “**Final Closing Cash**” means the Closing Cash of the Company as finally determined in accordance with Section 2.5;
- (mm) “**Final Closing Date Calculations**” has the meaning ascribed in Section 2.5(1);
- (nn) “**Final Funded Debt**” means the Funded Debt of the Company as finally determined in accordance with Section 2.5;
- (oo) “**Final Working Capital**” means the Closing Working Capital of the Company as finally determined in accordance with Section 2.5;
- (pp) “**Financial Statements**” means collectively the Annual Financial Statements and the Interim Financial Statements;
- (qq) “**Formulations**” means the pharmaceutical formulations listed in the databases of the Company’s Kroll Software as of the date hereof as made available for review by Grey Wolf, which have been aggregated and compiled by the Company;
- (rr) “**Funded Debt**” means, with respect to the Company and without duplication, to the extent outstanding as of the Determination Time, the sum of the outstanding principal amount of, accrued and unpaid interest on and other payment obligations (including any prepayment penalties, premiums, breakage costs, fees and other costs and expenses associated with repayment) arising under any obligations of the Company consisting of (i) indebtedness for borrowed money owed to any Third Party or indebtedness issued in substitution or exchange for borrowed money or for the deferred purchase price of property or services (other than trade payables and accrued expenses arising in the Ordinary Course of the Business substantially consistent with past practices), (ii) indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any obligations of the Company as lessee under any leases that have been recorded as capital leases in accordance with GAAP, (iv) obligations under acceptance credit, letters of credit, any bank overdrafts and similar charges, performance bonds, surety bonds or similar facilities, in each case, to the extent drawn, (v) obligations under direct financing

leases and purchase money or vendor financing (in each case, other than with respect to trade payables, accrued expenses, current accounts and similar obligations to the extent included within Closing Working Capital), (vi) the full amount of any direct or indirect obligations in respect of any earn out, assets or services, with respect to which the Company is liable, contingent or otherwise, as obligor or otherwise, (vii) indebtedness secured by any Encumbrance, (viii) property taxes outstanding as of the Closing Date or owing for the year 2024, (ix) indebtedness guaranteed by the Company, (x) accrued and unpaid dividends, distributions, management fees, or other similar payments to direct or indirect equity holders, (xi) deferred revenue, (xii) intercompany liabilities (to the extent not eliminated or settled prior to the Closing Date), (xiii) income taxes payable or accrued up to the Closing Date net of any income taxes recoverable for the period up to the Closing Date, or (xiv) any liabilities not taken into account in the calculation of Closing Working Capital. Notwithstanding the foregoing, “Funded Debt” shall not include (a) any undrawn letter of credit and (b) any amounts taken into account in calculating Closing Working Capital;

- (ss) “**GAAP**” means the generally accepted accounting principles in Canada, including the International Financial Reporting Standards, which are applicable on the date on which any calculation is to be effective or at the date of any financial statements referred to herein, as the case may be;
- (tt) “**Hazardous Substance**” has the meaning ascribed in Section 3.1(38)(a)(iii);
- (uu) “**Indemnified Party**” has the meaning ascribed in Section 7.3;
- (vv) “**Indemnifying Party**” has the meaning ascribed in Section 7.3;
- (ww) “**Intellectual Property**” has the meaning ascribed in Section 3.1(41);
- (xx) “**Interim Financial Statements**” means the interim unaudited financial statements of the Company for the period ended August 31, 2024;
- (yy) “**ITA**” means the *Income Tax Act* (Canada);
- (zz) “**Kroll Software**” means the Kroll pharmacy management software maintained by the Company.
- (aaa) “**Law**” or “**Laws**” means all requirements imposed by statutes, regulations, rules, ordinances, by-laws, decrees, codes, judgments, orders, rulings, decisions, approvals, permits or directives of any Regulatory Authority, where such decrees, codes, judgments, orders, rulings, decisions, approvals, permits or directives have the force of law;
- (bbb) “**Lock-Up Agreements**” means the lock-up agreements by and among each of the Vendors and Grey Wolf in the form attached hereto as Exhibit E;

- (ccc) “**Material Adverse Change**” means, with respect to any Person, any material adverse change in the business, operations, assets (including levels of working capital and components thereof), condition (financial or otherwise), operating results, liabilities, customer, supplier or employee relations or business prospects of such Person or any material casualty loss or damage to the assets of such Person, whether or not covered by insurance;
- (ddd) “**Material Contract**” has the meaning ascribed such term in Section 3.1(32);
- (eee) “**Material Relationship**” means any relationship that could reasonably interfere with the exercise of a Person’s independent judgment or decision-making;
- (fff) “**Money Laundering Laws**” has the meaning ascribed in Section 3.1(47);
- (ggg) “**Non-Competition Agreement**” means the form of non-competition and non-solicitation agreement attached hereto as Exhibit A;
- (hhh) “**Notice of Claim**” has the meaning ascribed in Section 7.3;
- (iii) “**Objection Notice**” has the meaning ascribed in Section 2.5(2);
- (jjj) “**Ordinary Course of the Business**” means the ordinary course of business consistent with the past custom and practice of the Company (including with respect to quantity and frequency);
- (kkk) “**Owned Real Property**” has the meaning ascribed in Section 3.1(25);
- (lll) “**Parties**” means the Vendors and the Purchasers and any other Person that is or may become a party to this Agreement, and Party means any one of them;
- (mmm) “**Permits**” means all permits, licenses, certifications, approvals, authorizations and orders from any Regulatory Authority that the Company requires to conduct the Business in accordance with any applicable Law;
- (nnn) “**Permitted Encumbrances**” means the Encumbrances listed on Schedule 1.1(nnn);
- (ooo) “**Person**” includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency and any other form of entity or organization;
- (ppp) “**Privacy Laws**” means the *Personal Information Protection and Electronic Documents Act* (Canada), the *Personal Information Protection Act* (British Columbia), the *Personal Information Protection Act* (Alberta), the *Personal Information Protection Act* (Manitoba), *the Act respecting the protection of personal information in the private sector (Quebec)* and any comparable Law of any other jurisdiction;

- (qqq) “**Purchase Price**” has the meaning ascribed in Section 2.2(b);
- (rrr) “**Purchase Price Allocation**” means the Purchase Price allocation among the Purchased Shares as set forth in Exhibit B;
- (sss) “**Purchased Shares**” means all the issued and outstanding shares of the Company, which, collectively, are held by the Vendors at the Closing Time being 20 Class A Common Shares (Voting), 1,000 Class A Preference Shares (Voting) and 2,204,020 Class D Preference Shares (Non-Voting) in the capital of the Company;
- (ttt) “**Qualifying Jurisdictions**” means British Columbia, Alberta and Ontario;
- (uuu) “**Records**” means all technical, business and financial records relating to the Company and/or the Business, including, without limitation, customer lists, operating data, files, financial books, correspondence, credit information, research materials, contract documents, title documents, leases, surveys, records of past sales, supplier lists, employee documents, inventory data, Accounts Receivable data, financial statements and any other similar records in any form whatsoever (including written, printed, electronic or computer printout form);
- (vvv) “**Regulatory Approvals**” has the meaning ascribed in Section 3.1(43);
- (www) “**Regulatory Authority**” means any government, regulatory or administrative authority, agency, commission, stock exchange, utility or board (federal, provincial, territorial, municipal or local, domestic or foreign) having jurisdiction in the relevant circumstances and any Person acting under the authority of any of the foregoing and any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances;
- (xxx) “**RHPA**” means the *Regulated Health Professions Act* (Manitoba);
- (yyy) “**Release**” has the meaning ascribed in Section 3.1(38)(a)(iv);
- (zzz) “**Representatives**” means, with respect to any Person, such Person’s directors, officers, principals, managers, members, partners, equity holders, employees, agents, attorneys, bankers, financial advisors, auditors, accountants and other representatives;
- (aaaa) “**Rollover Promissory Notes**” has the meaning ascribed in Section 2.2(b);
- (bbbb) “**SEDAR**” means the SEDAR+, available at sedarplus.ca;
- (cccc) “**Software**” means software, computer programs and code of all types, layouts, interfaces, applications and tools;
- (dddd) “**Subsidiary**” or “**Subsidiaries**” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, majority of the total voting power of shares

entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof is at the time owned or controlled, directly or indirectly, by such Person or (b) if a partnership, association or other business entity (other than a corporation), a majority of the ownership interests thereof is at the time owned or controlled, directly or indirectly, by such Person (for purposes of this definition, a Person shall be deemed to own a majority ownership interest in a business entity if such Person shall be allocated a majority of such business entity's gains or losses or shall be a (or control any) managing member or general partner of such business entity);

- (eeee) “**Target Working Capital**” means [REDACTED - *Commercially sensitive and/or confidential information*]
- (ffff) “**Tax**” and “**Taxes**” have the meaning ascribed in Section 3.1(37)(a)(i);
- (gggg) “**Tax Claim**” means any claim, demand, action, suit, appeal, order, investigation, audit, proceeding, grievance, arbitration or alternative dispute resolution process related to Taxes;
- (hhhh) “**Tax Return**” has the meaning ascribed in Section 3.1(37)(a)(ii);
- (iiii) “**Territories**” means those jurisdictions of Canada or elsewhere listed in Schedule 1.1(iiii) where the Company conducts its Business as at the date hereof;
- (jjjj) “**Third Party**” means any Person other than a Party or an Affiliate of a Party;
- (kkkk) “**Third Party Claim**” has the meaning ascribed in Section 7.3;
- (llll) “**Transactions**” means the transaction of purchase and sale of the Purchased Shares as contemplated by this Agreement;
- (mmmm) “**Transaction Documents**” means, collectively, this Agreement, the Non-Competition Agreement, the Employment Agreements, the Lock-Up Agreements, the Rollover Promissory Notes, the Contribution Agreement and all other agreements and instruments contemplated hereby and any certificates delivered in connection with Closing;
- (nnnn) “**TSXV**” means the TSX Venture Exchange; and
- (oooo) “**Vendors**” has the meaning ascribed hereto in the Recitals.

1.2 Knowledge

Any reference herein “to the knowledge” of the Vendors shall be deemed to mean the actual knowledge of the Vendors, together with the knowledge which they would reasonably be expected to have had, had they conducted a diligent inquiry into the relevant subject matter.

1.3 Currency

All references to dollar amounts in this Agreement are expressed in Canadian currency.

1.4 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the Province of Manitoba and the federal Laws of Canada applicable therein. The Parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Manitoba with respect to any matter arising under or related to this Agreement.

1.5 Interpretation Not Affected by Headings

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

1.6 Number and Gender

In this Agreement, unless the context otherwise requires, any reference to gender shall include all genders and words importing the singular number shall include the plural and vice versa.

1.7 Time of Essence

Time shall be of the essence of every provision of this Agreement.

1.8 Severability

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.9 Accounting Terms

All accounting terms not specifically defined in this Agreement shall be construed in accordance with GAAP.

1.10 Calculation of Time Periods

Where a time period is expressed to begin or end at, on or with a specified day, or to continue to or until a specified day, the time period includes that day. Where a time period is expressed to begin after or to be from a specified day, the time period does not include that day. Where anything is to be done within a time period expressed after, from or before a specified day, the time period does not include that day. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

1.11 Statutory Instruments

Unless otherwise specifically provided in this Agreement, any reference in this Agreement to any Law shall be construed as a reference to such Law as amended or re-enacted from time to time or as a reference to any successor thereto.

1.12 Incorporation of Schedules and Exhibits

The following are the schedules and exhibits attached to and incorporated by reference into this Agreement:

Schedule Number:	Title:
Schedule 1.1(s)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Assets and Liabilities Expressly Excluded from Working Capital]
Schedule 1.1(kk)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Excluded Employees]
Schedule 1.1(nnn)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Permitted Encumbrances]
Schedule 1.1(iiii)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Territories]
Schedule 3.1(5)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Violations]
Schedule 3.1(14)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Dividends, Bonuses and Distributions]
Schedule 3.1(16)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Regulatory and Contractual Consents]
Schedule 3.1(17)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Permits]
Schedule 3.1(19)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Records]
Schedule 3.1(20)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - No Material Adverse Change]
Schedule 3.1(21)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Undisclosed Liabilities]

Schedule 3.1(22)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Consents necessary to carry on lawful operations]
Schedule 3.1(25)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Owned Real Property]
Schedule 3.1(29)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Litigation]
Schedule 3.1(31)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Accounts Payable and Accounts Receivable]
Schedule 3.1(32)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - List of material Contracts]
Schedule 3.1(33)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - List of insurance policies]
Schedule 3.1(34)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - List of bank, trust and other accounts and powers of attorney]
Schedule 3.1(36)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - List of major customers, wholesalers and distributors]
Schedule 3.1(37)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Canadian federal and provincial income tax assessments]
Schedule 3.1(38)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Environmental Matters]
Schedule 3.1(39)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Labour and employee matters]
Schedule 3.1(40)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - List of Product Warranties]
Schedule 3.1(41)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Intellectual Property matters]
Schedule 3.1(43)	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Regulatory Approvals]

Exhibit A	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Non-Competition Agreement]
Exhibit B	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Purchase Price Allocation]
Exhibit C	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Consideration Share Allocation]
Exhibit D	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Accounting Principles and Illustrative Calculation of Working Capital]
Exhibit E	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Lock-Up Agreement]
Exhibit F	[REDACTED - <i>Commercially sensitive and/or confidential information</i> - Contribution Agreement]

ARTICLE 2
PURCHASE AND SALE

2.1 Purchased Shares

On the terms and subject to the fulfilment of the conditions of this Agreement, the Vendors agree to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendors at the Closing Time, all of the Purchased Shares. More specifically, the Purchaser shall purchase 20 Class A Common Shares (Voting), 1,000 Class A Preference Shares (Voting) and 2,204,020 Class D Preference Shares (Non-Voting) in the capital of the Company, in accordance with the Purchase Price Allocation.

2.2 Payment of Purchase Price

The aggregate consideration for the Purchased Shares that the Purchaser shall pay and issue, as applicable, to the Vendors at the Closing Time shall be as follows:

- (a) a payment by the Purchaser in immediately available funds of \$19,800,000 (such amount, after the adjustments in Section 2.6 of this Agreement, is referred to herein as the “**Cash Consideration**”); and
- (b) issue a series of promissory notes having an aggregate principal value equal to \$2,700,000 (collectively, the “**Rollover Promissory Notes**”) to the Vendors. The Rollover Promissory Notes will be allocated among the Vendors in accordance with the Consideration Share Allocation (the Rollover Promissory Notes, together with the Cash Consideration shall be referred to herein as the “**Purchase Price**”).

2.3 Securities Exemptions

Each of the Vendors acknowledges and accepts that the Consideration Shares to be issued pursuant to this Agreement are being issued pursuant to an exemption from the prospectus requirements under applicable Securities Laws pursuant to National Instrument 45-106 – *Prospectus Exemptions*.

2.4 Purchase Price Allocation

The Purchase Price Allocation shall be binding upon the Parties for tax and accounting purposes and shall be used by the Parties in preparing their respective Tax Returns and other Tax and accounting filings and reports. The Vendors and the Purchasers shall not take (or cause or permit any of their Affiliates to take) inconsistent positions with respect to, and shall each use (and cause each of their Affiliates to use) commercially reasonable efforts to sustain, such allocation in any subsequent income Tax audit or similar proceeding. The Purchase Price Allocation shall be amended to reflect any adjustments to the Purchase Price, and any other adjustments mutually agreed to by the Parties.

2.5 Calculation of Final Working Capital, Final Funded Debt, and Final Closing Cash.

(1) Within 60 days after the Closing Date, the Grey Wolf shall, in good faith, prepare and deliver to the Vendors notice to reader financial statements for the fiscal period ending immediately prior to the Closing Date for the Company, as well as a combined trial balance sheet and related combined income statement of the Company, containing Grey Wolf's calculations of Closing Working Capital, Funded Debt and Closing Cash, in each case, prepared in accordance with the Accounting Principles and reasonable supporting or underlying documentation and calculations used in the preparation thereof (collectively, the "**Final Closing Date Calculations**"). Grey Wolf may not amend, supplement or modify the Final Closing Date Calculations following delivery thereof to the Vendors, including, if applicable, following engagement of the Accountants.

(2) The Vendors shall have the right to review and dispute the Final Closing Date Calculations. Grey Wolf shall provide to the Vendors and their Representatives reasonable access to the records, work papers and documents of the Company and shall cooperate and cause the Company and each of their respective Representatives, to cooperate in all reasonable respects with the Vendors in connection with the Vendors' review of the Final Closing Date Calculations. If, within 60 days after the Vendors' receipt of the Final Closing Date Calculations, the Vendors have not delivered written notice to Grey Wolf of any objection thereto (or any portion thereof), then the Vendors shall be deemed to have accepted the Final Closing Date Calculations (or such portion thereof for which an objection was not delivered to Grey Wolf), which will then be final, binding and conclusive for all purposes hereunder. If the Vendors deliver written notice of any objection to the Final Closing Date Calculations or any portion thereof (an "**Objection Notice**") within such 60-day period, then the Vendors and Grey Wolf shall use all commercially reasonable efforts to resolve the disputed matters within the 30-day period following the delivery of such Objection Notice, and any resolution by them agreed to in writing as to any disputed amounts will be final, binding and conclusive on the Parties.

(3) If at the end of the 30-day resolution period, the Parties are unable to resolve any disagreement between them with respect to the items ascribed in the Objection Notice, then each Party shall, within seven (7) days of the end of such resolution period, deliver simultaneously to Deloitte LLP, which the Parties represent to each other is a nationally recognized independent accounting firm with which it or its Affiliates does not have a Material Relationship, (or if such firm is unwilling or unable to serve, another nationally recognized accounting firm that (A) is mutually agreed on by the Parties, acting reasonably, and (B) does not have a Material Relationship with any of the Parties, or any of their respective Affiliates) (such accounting firm, the “**Accountants**”) the Objection Notice and such work papers and other reports and information relating to the remaining disputed matters as the Accountants may request and shall be afforded the opportunity to discuss the disputed matters with the Accountants. Each Party shall afford the other Party and its Representatives the opportunity to participate in all communications with the Accountants, and each Party shall provide the other Party with copies of all written materials submitted to the Accountants by such Party. The Accountants shall have 45 days, or, if the Accountants require more time, the minimum number of days the Accountants require, to carry out a review and prepare a written statement of their determination regarding the disputed matters (including a statement regarding the Accountants’ determination of the prevailing Party in any such disputed matter). The Accountants shall consider only those items and amounts in (i) the Final Closing Date Calculations, or (ii) the Objection Notice that are identified as being items and amounts as to which the Vendors and Grey Wolf have been unable to agree. In resolving any disputed item, the Accountants may not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the smallest value for such item claimed by either Party. The scope of the disputes to be resolved by the Accountants shall be limited to (A) whether the Final Closing Date Calculations were prepared in accordance with the terms of this Agreement and (B) whether there were mathematical errors in the Final Closing Date Calculations. The Accountants are not authorized to, and shall not, make any other determination, including (x) any determination with respect to any matter included in the Final Closing Date Calculations that was not submitted for resolution to the Accountants pursuant to this Section 2.5(2) (y) any determination as to the accuracy of any representation or warranty in this Agreement or (z) any determination as to compliance by the Vendors or Grey Wolf with any of their respective covenants in this Agreement. The Accountants shall not hold any hearings or be entitled to take or order the taking of depositions or other testimony under oath or otherwise, and shall not consider custom, usage or other extrinsic factors (including parole evidence), whether or not contained in the Parties’ written submissions. The Accountants shall act as experts and not as arbitrators in making their determination, and the determination of the Accountants shall be an expert determination under the law governing expert determination and appraisal proceedings. The determination of the Accountants as to any issue of fact will be, absent fraud, bad faith or manifest error, conclusive, non-appealable, final and binding upon the Vendor and Grey Wolf for all purposes, provided that the determination shall be subject to *de novo* review for any error of law. Any fees and expenses of the Accountants incurred in resolving the disputed matters shall be borne by the Vendors, on the one hand, and Grey Wolf, on the other hand, in the same proportion that the dollar amount of disputed matters lost by the Vendors, on the one hand, or Grey Wolf, on the other hand, bears to the total dollar amount in dispute resolved by the Accountants. Each Party will bear its own fees, costs and expenses in connection with matters contemplated by this Section 2.5(2). The Vendors and Grey Wolf agree that the procedure ascribed in this Section 2.5(2) for resolving disputes with respect to the calculation of the Final Closing Date Calculations and

therefore the Final Working Capital, the Final Funded Debt and the Final Closing Cash, is the sole and exclusive method of resolving such disputes. Notwithstanding the foregoing, this Section 2.5(2) shall not prohibit the Vendors or Grey Wolf from initiating litigation to compel specific performance of this Section 2.5(2) or to enforce the determination of the Accountants.

2.6 Adjustments to Purchase Price

Upon determination of the Final Working Capital, Final Funded Debt and Final Closing Cash in accordance with Section 2.5:

- (a) if the amount resulting from (i) the Final Working Capital minus the Target Working Capital, minus (ii) the Final Funded Debt, plus (iii) the Final Closing Cash is negative, then the Guarantors, on behalf of the Vendors, shall within five (5) Business Days of determination thereof, pay such excess amount to the Purchaser by wire transfer of immediately available funds to such accounts as directed by the Purchaser; or
- (b) if the amount resulting from (i) the Final Working Capital minus the Target Working Capital, minus (ii) the Final Funded Debt, plus (iii) the Final Closing Cash is positive, the Purchaser shall within five (5) Business Days of determination thereof, pay such positive amount to the Guarantors, on behalf of the Vendors, by wire transfer of immediately available funds to such accounts as directed by the Guarantors.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendors

The Vendors hereby jointly and severally make the following representations and warranties to the Purchasers and acknowledge that the Purchasers are relying on such representations and warranties in entering into this Agreement and completing the Transactions:

- (1) **Organization.** DidykCo and PetraskoCo are corporations incorporated and existing under the Laws of the Province of Manitoba. Didyk Trust and Petrasko Trust are trusts validly existing under the Laws of the Province of Manitoba. Didyk is the sole shareholder of DidykCo and the sole trustee of Didyk Trust and Petrasko is the sole shareholder of PetraskoCo and the sole trustee of Petrasko Trust. Each of the Vendors has complete power and authority to own its assets as currently owned.
- (2) **Authority.** Each Vendor has the requisite power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution and delivery of this Agreement and the consummation of the Transactions have been (or will be) duly authorized by all necessary action on the part of each Vendor. This Agreement has been duly and validly executed and delivered by the Vendors, and this Agreement constitutes a valid, legal and binding agreement of the Vendors (assuming that this Agreement has been duly and validly authorized, executed and delivered by the Purchasers), enforceable against the Vendors in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of

creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(3) Ownership of Purchased Shares. The Vendors are the legal and beneficial owners of the Purchased Shares, free and clear of any and all Encumbrances other than the Permitted Encumbrances and those restrictions on transfers, if any, contained in the articles of the Company. Upon consummation of the Transactions contemplated herein, the Purchaser shall acquire good and marketable title to the Purchased Shares, free and clear of any and all Encumbrances other than the Permitted Encumbrances.

(4) No Other Agreements to Purchase. Except pursuant to this Agreement, as of the date hereof no Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for: (i) the purchase of any of the Purchased Shares; or (ii) the purchase, subscription, allotment or issuance of any unissued shares of either of the Company.

(5) No Violation. Except as disclosed in Schedule 3.1(5), the execution and delivery of this Agreement by the Vendors, the consummation of the Transactions and the fulfilment by the Vendors of the terms, conditions and provisions hereof will not (with or without the giving of notice or lapse of time, or both):

- (a) contravene or violate or result in a breach or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligations of the Vendors or the Company under:
 - (i) any applicable Law;
 - (ii) any judgment, order, writ, injunction or decree of any Regulatory Authority having jurisdiction over the Vendors or the Company;
 - (iii) the articles, by-laws or any resolutions of the board of directors or shareholders of the Company;
 - (iv) the Constatting Documents of any of the Vendors which are not individuals;
 - (v) any Consent held by the Vendors or the Company or necessary to the ownership of the Purchased Shares or the operation of the Business; or
 - (vi) the provisions of any Contract to which the Vendors or the Company is a party or by which any of them is, or any of their properties or assets are, bound; or
- (b) result in the creation or imposition of any Encumbrance on any of the Purchased Shares or any of the property or assets of the Company.

(6) Bankruptcy. None of the Vendors nor the Company have ever committed an act of bankruptcy, is or was insolvent, has or had proposed a compromise or arrangement to his/her/its

creditors generally, has had any petition for a bankruptcy order filed against him/her/it, has or had taken any proceeding and no proceeding has been taken to have a receiver appointed over any of his/her/its assets, has had an encumbrancer take possession of any of his/her/its property or had any execution or distress become enforceable or levied against any of his/her/its property.

(7) Incorporation and Existence. The Company is a corporation incorporated and existing under the Laws of the Province of Manitoba.

(8) Private Issuer. The Company is a “private issuer” as that term is defined in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

(9) Corporate Power. The Company has the corporate power and authority to own or lease its property and to carry on the Business.

(10) Qualification. The Company is duly qualified, licensed or registered to carry on the Business and is in good standing in all jurisdictions where the Company owns or leases any material properties or assets or conducts the Business.

(11) Subsidiaries. The Company does not have any Subsidiaries. The Company does not own nor has it agreed to acquire, directly or indirectly, (i) any of the outstanding shares or securities convertible into shares of any other corporation, or (ii) any participating interest in any Person. The Company has not agreed to become a partner, member, owner, proprietor or equity investor of or in any partnership, joint venture, co-tenancy or other similar jointly-owned business undertaking.

(12) Authorized and Issued Capital. The authorized capital of the Company consists of an unlimited number of Class A Common Shares (Voting), Class B Common Shares (Voting), Class C Common Shares (Non-Voting), Class D Common Shares (Non-Voting), Class A Preference Shares (Voting), Class B Preference Shares (Voting), Class C Preference Shares (Non-Voting) and Class D Preference Shares (Non-Voting). DidykCo is the registered and beneficial owner of 500 Class A Preference Shares (Voting) and 1,102,000 Class D Preference Shares (Non-Voting). PetraskoCo is the registered and beneficial owner of 500 Class A Preference Shares (Voting) and 1,102,000 Class D Preference Shares (Non-Voting). Didyk Trust is the registered and beneficial owner of 10 Class A Common Shares (Voting). Petrasko Trust is the registered and beneficial owner of 10 Class A Common Shares (Voting). Didyk is the registered and beneficial owner of 10 Class D Preference Shares (Non-Voting). Petrasko is the registered and beneficial owner of 10 Class D Preference Shares (Non-Voting). All issued and outstanding shares in the capital of the Company are duly authorized, validly issued are fully paid and non-assessable and were not issued in violation of any pre-emptive or other rights of any Person to acquire any securities of the Company. Upon delivery to the Purchaser of the Purchased Shares as contemplated herein, good title to the Purchased Shares will pass to the Purchaser free and clear of all Encumbrances other than those restrictions on transfer contained in the articles of the Company.

(13) Options. No Person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for: (a) the purchase from the Vendors of any of the

Purchased Shares; (b) the purchase, subscription, allotment or issuance of any unissued shares or securities of the Company; or (c) other than in the Ordinary Course of the Business, the purchase or other acquisition from the Company of any of its undertaking, property or assets.

(14) Dividends, Bonuses and Distributions. Except as disclosed in Schedule 3.1(14), since inception, the Company has not, directly or indirectly: i) declared or paid any dividends or declared or made any other distribution on any of its shares of any class; ii) redeemed, purchased or otherwise acquired any of its outstanding shares of any class or agreed to do so; or iii) paid any bonuses to any employee or shareholder of the Company outside of the Ordinary Course of the Business.

(15) Corporate Records. The corporate Records of the Company are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance, in all material respects, with all applicable Laws and with the articles and by-laws of the Company, respectively, and without limiting the generality of the foregoing, (a) the minute books contain all written resolutions passed by the directors and shareholders of the Company and all such resolutions were duly passed; (b) the share certificate book and/or the share certificates contained in the minute book, the register of shareholders and the register of securities transfers of the Company are complete and accurate, and all transfers of securities have been duly completed and approved; and (c) the register of directors and officers is complete and accurate and all former and present directors and officers of the Company were duly elected or appointed as the case may be.

(16) Regulatory and Contractual Consents. To the knowledge of the Vendors, there is no requirement to make any filing with, give any notice to or obtain any Consent from any Regulatory Authority as a condition to the lawful consummation of the Transactions, except for the filings, notifications and Consents described in Schedule 3.1(16). Further, there is no requirement under any Contract relating to the Business or to which the Vendors or the Company are a party or by which any of them are bound to make any filing with, give any notice to, or to obtain the Consent of, any party to such Contract relating to the Transactions except for the filings, notifications or Consents described in Schedule 3.1(16).

(17) Permits. The Company and, to the knowledge of the Vendors, each employee thereof, or consultant thereto, as the case may be, owns or holds all material Permits required for the ownership and operation of the Business as currently conducted, and has complied in all material respects with all the terms and conditions set forth therein and all applicable Laws relating thereto. Schedule 3.1(17) sets forth a complete and accurate list of the Permits. True and complete copies of any Permits in the Company's possession have been provided to the Purchasers. Except as disclosed in Schedule 3.1(17), to the knowledge of the Vendors, no fact or event exists, including the entering into of this Agreement which is likely to result in the revocation, cancellation, suspension or limitation of any Permit or to prevent the renewal of any Permit or to result in the Company having to obtain any new Permit.

(18) Financial Statements. The Financial Statements i) have been prepared on a notice to reader basis consistent with best practices on a basis consistent with that of prior fiscal periods; ii) are complete and accurate; and present fairly the assets, liabilities (whether accrued, absolute,

contingent or otherwise) and financial condition of the Company and the results of operations of the Company.

(19) Records. To the knowledge of the Vendors, the Records have been duly maintained in accordance with all applicable legal requirements and contain full and accurate records of all material matters relating to the Business. All material financial transactions relating to the Business have been accurately recorded in the Records on a notice to reader basis consistent with best practices. Except as disclosed in Schedule 3.1(19), no Records are in the possession of, recorded, stored, maintained by, or otherwise dependent on, any other Person.

(20) No Material Adverse Change. To the knowledge of the Vendors, no Material Adverse Change has occurred. Since September 30, 2024, no other event, condition, or state of facts has occurred or arisen which would have a Material Adverse Change on the assets, Business, financial condition, earnings, results of operations or the current prospects of the Company. Without limiting the generality of the foregoing, since September 30, 2024, the Company has conducted its business in the Ordinary Course of the Business and it has not, except as set out in Schedule 3.1(20), taken any of the following actions:

- (a) declared, set aside, made or paid any dividends or other distribution (including any repayments of stated capital) in respect of the issued and outstanding shares in the capital of the Company;
- (b) transferred, issued, reserved for issuance, sold, pledged, encumbered or disposed of any equity securities, or other ownership interests in, the Company, or granted any options, warrants, calls or other rights to purchase or otherwise acquire equity securities of, or other ownership interest in, the Company;
- (c) consolidated, merged or amalgamated with any other Person;
- (d) deleted any of the Formulations from the Kroll Software;
- (e) effected any recapitalization, reclassification, stock split, combination or similar change in the capitalization of the Company, or amended the terms of any outstanding securities of the Company;
- (f) formed or incorporated any Subsidiaries;
- (g) amended the Constating Documents of the Company or adopted a plan or agreement of complete or partial bankruptcy, liquidation, dissolution, merger, consolidation, restructuring, recapitalization, reorganization or the like;
- (h) sold, purchased, acquired, assigned, leased, subleased, licensed, transferred or otherwise acquired or disposed of (including by way of merger, consolidation or otherwise), or mortgaged, pledged or subjected to any Encumbrance (other than Permitted Encumbrances) any rights, properties or assets.

- (i) initiated, settled or compromised any claim, demand, action, suit, appeal, order, investigation, audit, proceeding, grievance, arbitration or alternative dispute resolution process.
- (j) made any loans, advances or capital contributions to, or investments in, any other Person (except advances for travel and other normal business expenses to officers and employees in the Ordinary Course of the Business);
- (k) acquired (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, any Person, assets, interests, securities or businesses;
- (l) other than as disclosed in Schedule 3.1(20)(l) (A) materially increased in any manner the rate or terms (including amount) of compensation or benefits of any of its directors, officers or employees, or (B) paid or agreed to pay, other than in the Ordinary Course of the Business, any pension, retirement allowance, termination or severance pay or other employee benefit not required by any Employee Plan to any director, manager, officer or employee, whether past or present, or (C) entered into, adopted or amended, other than in the Ordinary Course of the Business, any employment, bonus, severance or retirement Contract or employee benefit plan, or (D) entered into, amended, negotiated or terminated any collective bargaining agreement or Contract with any trade union or employee organization in respect of or affecting employees, or (E) amended, terminated or otherwise modified, or waived any term of, in any material respect, any Employee Plan;
- (m) terminated the employment or services of any director, officer or employee of the Company;
- (n) (A) entered into, terminated, amended, renewed, become subject to or varied or modified, (B) granted any release or waiver under, (C) exercised any option under or relinquished any right under, (D) delivered any material notice, certificate or other document with respect to, or (E) given any Consent with respect to, any Material Contract;
- (o) granted or committed to grant an exclusive licence or otherwise transferred any Intellectual Property or exclusive rights in or in respect thereto;
- (p) materially changed its business or regulatory strategy, including by entering into any new line of business or discontinuing any existing line of business;
- (q) entered into, terminated, amended, abandoned, modified, waived, let lapse or failed to renew, or failed to comply with, any Permit or Consent;
- (r) except as may be required to meet the requirements of any applicable Law or the Accounting Principles as in effect during such period, changed any accounting method or practice;

- (s) delayed or postponed the payment of Accounts Payable or other liabilities or obligations, accelerated the collection of Accounts Receivable, made any changes to its working capital policies or practices or otherwise managed working capital other than in the Ordinary Course of the Business;
- (t) made or changed any election relating to Taxes, changed an annual accounting period, adopted or changed any financial or Tax accounting principles, methods, policies or procedures, filed any amended Tax Return, entered into any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement or closing agreement, settled any Tax Claim or assessment relating to the Company, surrendered any right to claim a refund of Taxes, consented to any extension or waiver of the limitation period applicable to any Tax Claim or assessment relating to the Company, or took any other similar action relating to the filing of any Tax Return or the payment of any Tax;
- (u) cancelled or reduced any insurance coverage or otherwise terminated, cancelled, amended or modified any insurance policies which was not replaced by a comparable amount of insurance coverage;
- (v) entered into any transaction or otherwise committed or obligate itself to any capital expenditures that, individually or in the aggregate, exceeded or exceed \$25,000;
- (w) incurred any indebtedness for borrowed money or issued any debt securities, or assumed, guaranteed or endorsed, or otherwise become responsible for the obligations of any Person, in each case, in an amount that exceeded or exceeds \$25,000;
- (x) created, permitted or allowed any Encumbrance (other than Permitted Encumbrances) to be imposed on or against any of the Purchased Shares or any of the properties, securities, assets or rights of the Company; or
- (y) authorized, agreed, resolved or committed to do any of the foregoing.

(21) Absence of Undisclosed Liabilities. Except to the extent reflected or reserved against in the balance sheet (including the notes thereto) forming part of the Final Closing Date Calculations, in respect of Accounts Payables arising in the Ordinary Course of the Business or disclosed in the Schedules to this Agreement including the Schedule disclosed as Schedule 3.1(21) the Company does not have any outstanding indebtedness or any liabilities (whether accrued, absolute, contingent or otherwise) nor any outstanding commitments or obligations of any kind exceeding \$25,000.

(22) Consents. To the knowledge of the Vendors, the Company has conducted the Business in compliance, in all material respects with, and holds all Consents necessary for the lawful operation of the Business in compliance, in all material respects, pursuant to all applicable Laws, all of which Consents are listed on Schedule 3.1(22) and all of which are valid and subsisting and in good standing and, to the knowledge of the Vendors, with no violations as of the date of this Agreement. All such Consents are renewable by their terms or in the Ordinary Course of the Business without the need for the Company to comply with any special qualification or procedures or to pay any

amounts other than routine filing fees. The Vendors have provided a true and complete copy of each Consent and all amendments thereto to the Purchasers.

(23) Compliance with Laws. The Company is conducting the Business in compliance, in all material respects, with all Laws applicable to the Business and the Company.

(24) Location of Tangible Personal Property. With the exception of inventory in transit, all the tangible assets belonging to the Company are situated at the Owned Real Property.

(25) Owned Real Property.

- (a) Schedule 3.1(25) sets out the municipal address of all of the real property legally or beneficially owned by the Company (the “**Owned Real Property**”). The Company does not own any real property or interest, including any leasehold interest, in any real property, other than the Owned Real Property. The Company has the exclusive right to possess, use and occupy, and has good and marketable legal and beneficial title in fee simple to, all of the Owned Real Property, free and clear of all Encumbrances except Permitted Encumbrances.
- (b) (A) no portion of the Owned Real Property is subject to any pending or, to the knowledge of the Company threatened, condemnation or other similar proceeding by any Regulatory Authority and (B) there is no pending or, to the knowledge of the Company threatened, expropriation or condemnation or other similar proceeding or proposed action or agreement for taking in lieu of condemnation with respect to any material portion of the Owned Real Property.
- (c) The Owned Real Property is fully serviced to permit the Business to be carried on as currently carried on. To the knowledge of the Company, all public roads and streets necessary for service of and access to the Owned Real Property, both legal and physical, for the current or contemplated use thereof have been completed.
- (d) There are no work orders outstanding against any Owned Real Property the Company has not received a deficiency notice, request or written advice of any breach of any Law in respect of the foregoing which could, if not corrected, become a work order or could require performance of work or expenditure of money to correct.
- (e) The Owned Real Property is zoned to permit its current uses and the buildings, improvements and fixtures located thereon comply in all material respects with the by-laws and building codes of each municipality in which it is situate. No part of the Owned Real Property is subject to any building or use restriction that would restrict or prevent the use and operation of the Owned Real Property for its current use. The Company does not have outstanding any application for a re-zoning of any of the Owned Real Property and the Company is not aware of any proposed or pending change to any zoning affecting the Owned Real Property.
- (f) The buildings, improvements and fixtures located on the Owned Real Property are located wholly within the boundaries of such Owned Real Property. There are no

encroachments affecting the Owned Real Property which could affect the ability of the Company to carry on the operations of the Business or which in the aggregate detract from the value of the Owned Real Property.

- (g) The buildings improvements and fixtures located on the Owned Real Property, including the roofs and structural elements thereof, the mechanical, electrical, security, heating, cooling, sewer, drainage, septic and plumbing systems, and all equipment necessary for the operation thereof, are in good working condition and in good repair and maintenance.
- (h) There are no matters affecting the right, title and interest of the Company in and to the Owned Real Property which, in the aggregate, would adversely affect the ability to carry on the Business upon the Owned Real Property substantially in the manner in which such operations are currently carried on.

(26) Leased Real Property. As of the date hereof, the Company is not a party to, or is under any agreement to become a party to, nor has any right or interest in, any lease with respect to real property.

(27) Condition of Assets. All material tangible personal property owned or leased by the Company in or in connection with the Business or any part thereof is in good operating condition, repair and proper working order, having regard to its use and age, except only for reasonable wear and tear.

(28) Title to Personal and Other Property. The property and assets belonging to the Company are owned by the Company, as applicable, as the case may be, as the beneficial owner with a good and marketable title, free and clear of all Encumbrances other than the Permitted Encumbrances.

(29) Litigation. Except as disclosed in Schedule 3.1(29), there are no actions, suits or proceedings, judicial or administrative, (whether or not purportedly on behalf of a Company) pending or, to the knowledge of the Vendors, threatened, by or against or affecting the Company, at law or in equity, or before or by any Regulatory Authority. To the knowledge of the Vendors, there are no grounds on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success. To the knowledge of the Vendors, there is not presently outstanding against the Company any judgment, injunction or other order of any Regulatory Authority.

(30) Inventories. The inventories of the Company do not include any material items that are slow moving, below standard quality or of a quality or quantity not useable or saleable in the Ordinary Course of the Business, the value of which has not been written down on its books of account to net realizable market value. The inventory levels of the Company have been maintained at such amounts as are required for the operation of the Business as previously conducted and such inventory levels are adequate for the Business.

(31) Accounts Payable and Accounts Receivable. Schedule 3.1(31) contains a true and complete aged list of all Accounts Payable and a true and complete aged list of all Accounts Receivable, as at September 30, 2024. The Accounts Receivable shown on the Financial Statements (subject to reserves for non-collectability as reflected therein) are bona fide receivables and, to the extent they

have not already been collected, are collectable at their recorded amounts. Any reserves for non-collectability have been reflected on the Financial Statements on a notice to reader basis consistent with best practices. No such receivable has been assigned or pledged to any other Person and no defence of set-off or similar right to any such receivable has been asserted by the account obligor.

(32) Material Contracts. The Contracts listed in Schedule 3.1(32) constitute all the material Contracts of the Company (the “**Material Contracts**”). Without limiting the generality of the foregoing, and except as otherwise set out in Schedule 3.1(32) and except as disclosed in any other Schedule to this Agreement, the Company is not party to or bound by any:

- (a) distributor, sales, advertising, agency or manufacturer’s representative Contract;
- (b) unanimous shareholder’s agreement;
- (c) agreements with any Regulatory Authority;
- (d) collective bargaining agreement or other Contract with any labour union;
- (e) continuing Contract for the purchase of materials, supplies, equipment or services involving more than \$25,000 in respect of any such Contract;
- (f) profit sharing, bonus, stock option, pension, retirement, disability, stock purchase, medical, dental, hospitalization, insurance or similar plan or agreement providing benefits to any current or former director, officer, employee or consultant with the exception of life insurance policies owned by the Company on the lives of Didyk and Petrasko, ownership of which policies shall be transferred to Didyk and Petrasko on closing. The Company shall have no obligation to pay premiums on such life insurance policies after the date of Closing;
- (g) trust indenture, mortgage, promissory note, loan agreement, guarantee or other Contract for the borrowing of money, the provision of financial assistance of any kind or a leasing transaction of a type required to be capitalized in accordance with GAAP, or any Contract creating an Encumbrance relating thereto;
- (h) commitment for charitable contributions;
- (i) Contract for capital expenditures in excess of \$25,000 in the aggregate;
- (j) Contract for the sale of any assets, other than sales of inventory to customers in the Ordinary Course of the Business;
- (k) Contract pursuant to which the Company is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property material to the Business;
- (l) confidentiality, secrecy or non-disclosure Contract (whether the Company is a beneficiary or obligor thereunder) relating to any proprietary or confidential information or any non-competition or similar Contract;

- (m) license, franchise or other Contract that relates in whole or in part to any Intellectual Property;
- (n) agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of, or any agreement to provide financial assistance of any kind to, any other Person (except for cheques endorsed for collection);
- (o) Contract for the repair or maintenance of any personal or real property, including any buildings, grounds or premises, involving expenses in excess of \$25,000 on an annual basis in the aggregate;
- (p) Contract that expires, or may expire if the same is not renewed or extended at the option of any Person other than the Company, more than one year after the date of this Agreement;
- (q) Contract with any officer, director, employee, shareholder or any other Person not dealing at arm's length with the Company (within the meaning of the ITA);
- (r) Contract entered into by the Company other than in the Ordinary Course of the Business.

The Company has performed all of its material obligations required to be performed by it and is entitled to all of the benefits under any Contract relating to the Business to which it is party or by which it is bound. To the knowledge of the Vendors, the Contracts listed in Schedule 3.1(32) or relating to the Business to which the Company is party or by which it is bound are all in good standing and in full force and effect unamended and, except as disclosed in Schedule 3.1(5), the Company, to the knowledge of the Vendors, is not in default under or in breach of such Contracts and there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute such a default or breach. The Vendors have provided to the Purchasers a true and complete copy of each Contract listed in Schedule 3.1(32) and all amendments thereto or have given the Purchasers reasonable access thereto.

(33) Insurance. The Company has all of its property and assets insured against such risks and in such amounts as are reasonable for prudent owners of comparable assets and such insurance coverage will be continued in full force and effect to and including the Closing Time. Schedule 3.1(33) sets out all insurance policies (specifying the insurer, the amount of the coverage, the type of insurance, the policy number and any claims made in the past three (3) years) maintained by the Company, the Business or its personnel as of the date of this Agreement and true and complete copies of the most recent inspection reports, if any, received from insurance underwriters or others as to the condition of the property and assets of the Company. The Company is not in default with respect to any of the provisions contained in any such insurance policies, and has not failed to give any notice or present any claim under any such insurance policies in a timely fashion. The Company has not received notice from any insurer denying any claim. The Vendors have provided to the Purchasers a true copy of each insurance policy referred to in Schedule 3.1(33) and all amendments thereto.

(34) Bank Accounts and Powers of Attorney. Schedule 3.1(34) is a correct and complete list showing: (i) the name of each bank, trust company or similar institution in which the Company has an account or safe deposit box, the number or designation of each such account and safe deposit box and the names of all Persons authorized to draw thereon or to have access thereto; and (ii) the names of any Persons holding powers of attorney from the Company and a summary of the terms.

(35) Brokers. Except for MNP Corporate Finance Inc., the Vendors have not engaged any broker or other agent in connection with the Transactions and, accordingly, there is no commission, fee or other remuneration payable to any broker or agent other than MNP Corporate Finance Inc. who purports or may purport to have acted for the Vendors or the Company.

(36) Customers, Distributors and Wholesalers. Schedule 3.1(36) sets out the major customers, distributors and wholesalers of the Company and there has been no termination or cancellation of, and no material modification or change in, the Company's business relationship with any major customer, supplier or group of major customers or suppliers since September 30, 2024. To the knowledge of the Vendors, the benefits of all relationships with the major customers or suppliers of the Company will continue after the Closing Date in substantially the same manner as prior to the date of this Agreement. For the purposes of this Section 3.1(36), a "major customer, distributor or wholesaler" means a customer, distributor or wholesaler of the Business that is one of the top ten (10) customers, distributors or wholesalers based on the amount of sales, of the Company for the period from June 1, 2023 to May 31, 2024, and a "major supplier" means a supplier of the Business that is one of the top ten (10) suppliers based on the amount of purchases, of the Company for the same period.

(37) Tax Matters.

(a) For purposes of this Section 3.1(37), the following definitions shall apply:

- (i) **"Tax"** and **"Taxes"** shall mean any or all Canadian federal, provincial, local or foreign (i.e. non-Canadian) taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Regulatory Authority, including all income, gross receipts, real property gains, goods and services, harmonized sales, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, or other taxes, levies, governmental charges or assessments of any kind whatsoever, including, without limitation, any estimated tax payments, interest, penalties or other additions, whether or not disputed.
- (ii) **"Tax Return"** shall mean any return, declaration, report, elections, estimate, information return or statement, or claim for refund relating to, or required to be filed in connection with any Taxes, including information returns or reports with respect to withholding at source or payments to Third

Parties, and any schedules or attachments or amendments of any of the foregoing.

- (b) The Company has filed on a timely basis all Tax Returns required to be filed. All Taxes disclosed in such Tax Returns have been paid. All Taxes due from or payable by the Company in respect of periods for which a Tax Return is not due have been paid or provision has been made in its books and Records, as applicable. All instalments or other payments on account of Taxes that relate to periods for which Tax Returns are not yet due have been paid on a timely basis. Schedule 3.1(37) contains a copy of all Canadian federal or provincial income tax assessments that have been issued to the Company covering the fiscal years 2021, 2022, 2023 and, if applicable, 2024. All amounts disclosed on Schedule 3.1(37) have been paid or settled in full. There are no Tax Claims in progress, pending or threatened by or against the Company in respect of any Taxes, and in particular there are no currently outstanding assessments or written enquiries which have been issued or raised by any Regulatory Authority relating to any such Taxes. The Company has not received notice of any claim by a Regulatory Authority of any jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation of that jurisdiction. There are no Encumbrances pending on or with respect to any of the assets of the Company that arose in connection with any failure (or alleged failure) to pay any Tax.
- (c) The Company has withheld, collected and paid to the proper Regulatory Authorities all Taxes required to have been withheld, collected and paid in connection with: (i) amounts paid, credited or owing to any employee, independent or dependent contractor, creditor, shareholder, non-resident of Canada or other Third Party, and (ii) goods and services received from or provided to any Person.
- (d) To the knowledge of the Vendors, no steps are being taken by any Regulatory Authority to assess any additional Taxes against the Company for any period for which Tax Returns have been filed and to the knowledge of the Vendors there are no actual or pending investigations of the Company relating to Taxes. The Purchasers have been provided with correct and complete copies of all Tax Returns of the Company, together with any notices of assessment, examination reports or statements of deficiencies assessed against or agreed to by the Company and any correspondence relating thereto.
- (e) The Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to an assessment or deficiency.
- (f) The Company is not a party to any joint venture, partnership or other arrangement or Contract that could be treated as a partnership for Tax purposes.
- (g) Neither of the Vendors is a non-resident Person within the meaning of the ITA.

- (h) The Tax basis of the assets of the Company by category, including the classification of such assets as being depreciable or amortizable as reflected in its Tax Returns and related working papers, is true and correct.

(38) Environmental Matters.

- (a) For the purposes of this Agreement, the following terms and expressions shall have the following meanings:
 - (i) **“Environmental Laws”** means all Laws relating to the environment, occupational health and safety, product safety, product liability and public safety.
 - (ii) **“Environmental Consents”** includes all Consents issued by or issuable by any Regulatory Authority under Environmental Laws.
 - (iii) **“Hazardous Substance”** means, any material or substance that may impair the quality of the environment or which under Environmental Laws is deemed to be “hazardous”, a “pollutant”, “toxic”, “deleterious”, “caustic”, “dangerous”, a “waste”, a “hazardous material”, a “source of contamination”, any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, or analogous substance including, without limitation, petroleum and petroleum products, asbestos, polychlorinated biphenyls, flammable and radioactive materials, and all pollutants and hazardous substances and wastes whether or not defined in any Law.
 - (iv) **“Release”** means any release, spill, leak, emission, discharge, leach, dumping, migration, pumping, pouring, emitting, emptying, injecting, spraying, burying, abandoning, incinerating, seeping, escape, disposal, loss of containment, or similar or analogous act as defined in any Environmental Laws.
- (b) Except as disclosed in Schedule 3.1(38), the Company, the operation of the Business and the assets owned or used by the Company have been in the last five (5) years and are has complied in all material respects with all Environmental Laws, including all Environmental Consents, and maintains no unresolved liabilities under any Environmental Laws.
- (c) Except as disclosed in Schedule 3.1(38): (i) The Company has not been charged with or convicted of any offence for noncompliance with Environmental Laws, or been fined or otherwise sentenced or settled any prosecution short of conviction; (ii) there are no notices of judgment or commencement of proceedings of any nature and, to the knowledge of the Vendors, the Company has never been investigated relating to any breach or alleged breach of Environmental Laws; and (iii) the Company has not received any written notice from any Person alleging that the Company is not in compliance with any Environmental Laws or may have Liabilities under any Environmental Laws.

- (d) The Company has obtained all Environmental Consents necessary to conduct the Business and to own, use and operate its properties and assets. All such Environmental Consents are listed in Schedule 3.1(38) and complete and correct copies have been provided to the Purchasers.
 - (e) Except for raw materials, inputs, active pharmaceutical ingredients, and inventory used for production of compounded pharmaceuticals in the Ordinary Course of Business and the geothermal heating and cooling system and the septic system, there are no Hazardous Substances located on or in, or under the surface of the Owned Real Property of the Company, and no Release of any Hazardous Substances has occurred on, in or from the Owned Real Property or has resulted from the operation of the Business and the conduct of activities thereon.
 - (f) The Company has not used any of the Owned Real Property to produce, generate, manufacture, treat, store, handle, transport or dispose of any Hazardous Substances except in compliance with Environmental Laws.
 - (g) There are no underground or aboveground storage tanks or associated piping or appurtenances (active or abandoned), or urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls or radioactive substances located on or in or under the surface of any of the Owned Real Property or other assets used thereon belonging to the Company or used for the carrying on of the Business, except underground geothermal systems (including underground piping), septic systems and fresh water well systems, each as required for the day-to-day operation of the Owned Real Property.
 - (h) The Company has assumed no liabilities under Environmental Laws, whether by operation of Contract or otherwise, of any other Person.
 - (i) The Company has made available to the Purchasers true and complete copies of all environmental site assessments, health and safety investigations, and related studies, audits or tests performed at any time, relating to the Owned Real Property.
 - (j) The Company has not received written notice from any Person alleging liability for remediating any Hazardous Substance alleged to have been Released from or onto any land occupied by the Company.
 - (k) The Company has not and, to the knowledge of the Vendors, there is no basis upon which the Company could become, responsible for any clean-up or corrective action under any Environmental Laws.
- (39) Labour and Employee Matters.
- (a) Schedule 3.1(39) identifies each retirement, pension, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, vacation, incentive or other compensation plan or arrangement or other employee benefit plan that is maintained or otherwise contributed to, or

required to be contributed to, by the Company for the benefit of employees or former employees of the Company, except for statutory plans to which the Company is required to contribute, including the Canada Pension Plan, plans administered pursuant to provincial health tax, health insurance plans, workers' compensation and unemployment insurance (the "**Employee Plans**") and a true and complete copy of each current Employee Plan text or booklet has been furnished to the Purchasers. Each Employee Plan has been maintained in compliance with its terms and with the material requirements prescribed by any and all Laws that are applicable to such Employee Plan. The Vendors have delivered to the Purchasers the actuarial valuations, if any, prepared for each Employee Plan during the past three years. Except as described in Schedule 3.1(39):

- (i) all contributions to and payments from each Employee Plan that may have been required to be made in accordance with the terms of any such Employee Plan and, where applicable, with the Laws that govern such Employee Plan, have been made in a timely manner;
 - (ii) all material reports, returns and similar documents (including applications for approval of contributions) with respect to any Employee Plan required to be filed with any Regulatory Authority or distributed to any Employee Plan participant have been duly filed on a timely basis or distributed;
 - (iii) there are no pending investigations by any Regulatory Authority involving or relating to an Employee Plan, threatened or pending claims (except for reimbursement in the Ordinary Course of the Business under the Employee Plans and claims for benefits payable in the normal operation of the Employee Plans), suits or proceedings against the Company in respect of any Employee Plan or assertions of any rights or claims to benefits under any Employee Plan that could give rise to a liability, nor are there any facts that could give rise to any liability in the event of such investigation, claim, suit or proceeding; and
 - (iv) no notice has been received by the Company of any complaints or other proceedings of any kind involving the Company or any of the employees of the Company before any pension board or committee relating to any Employee Plan or to the Company.
- (b) The Company has not made any Contract with any labour union or employee association nor made commitments to or conducted negotiations with any labour union or employee association with respect to any future agreements and there are no current attempts to organize or establish any labour union or employee association with respect to any employees of the Company, nor is there any certification of any such union with regard to a bargaining unit. There are no grievances against the Company for which the Company has received written notice under any collective agreement.

- (c) The Company is up to date in all required employee training as required by both federal and provincial standards applicable to the Company and the Business.
 - (d) Schedule 3.1(39) contains a complete and accurate list of the names of all individuals who are employees or consultants of the Company specifying the length of service, title, rate of salary and commission or bonus structure for each such employee.
 - (e) No notice has been received in the past three (3) years by the Company of any complaint filed by any of the employees against the Company claiming that the Company have violated any Laws applicable to employee or human rights, or of any complaints or proceedings of any kind involving the Company or any of the employees of the Company before any labour relations board, except as disclosed in Schedule 3.1(39). All levies, assessments and penalties made against the Company pursuant to any Laws applicable to workers' compensation have been paid by the Company and the Company has not been assessed under any such legislation during the past two years.
 - (f) All accruals for unpaid vacation pay, premiums for employment insurance, health premiums, Canada Pension Plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the Records.
- (40) Product Warranties. Schedule 3.1(40) is a complete and accurate list of all express, written warranties given by the Company to the Purchasers.
- (41) Intellectual Property. Schedule 3.1(41) sets out a complete and accurate list of (a) all business names, trade names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses belonging to the Company; (b) all active applications and registrations for domestic and foreign patents, trade-marks, copyrights, industrial designs, certification marks, service marks, distinguishing guises, business styles and other industrial or intellectual property that are owned by or licensed to the Company; (c) all trade secrets, know-how, inventions, formulas, processes and technology material to the Business and/or owned by the Company; and (d) all Computer Systems and Software, including all related documentation owned or licensed by the Company, and the latest revisions of all related object and source codes owned by the Company (collectively, the “**Intellectual Property**”), including particulars of any registration, details of all applications for registration. The Company are the sole owner of the Intellectual Property except in the case of Intellectual Property licensed to the Company or if otherwise disclosed. Except as disclosed in Schedule 3.1(41), the Purchasers have been given an opportunity to review the complete and correct copies of all Contracts whereby any rights in respect of Intellectual Property have been granted or licensed to the Company. Except as disclosed in Schedule 3.1(41), the Company has the exclusive right to use all of the Intellectual Property and has not granted any licence or other rights to any other Person in respect of the Intellectual Property. The Intellectual Property is free and clear of any Encumbrances other than the Permitted Encumbrances. The Intellectual Property comprises all patents, trade-marks, trade names, copyrights, industrial designs, business names, certification numbers, inventions, know-how, service marks, formulae, processes, technology, trade-secrets, Computer Systems and

Software and other industrial or intellectual property necessary to conduct the Business. The Company has never used or enforced, or failed to use or enforce, any of the Intellectual Property in any manner which could limit its validity or result in its invalidity. Except as disclosed in Schedule 3.1(41), there has been no infringement or violation of the Company's rights in and to the Intellectual Property or any trade secrets or confidential information, nor any claim of adverse ownership, invalidity or other opposition to or conflict with any of the Intellectual Property. The Company is not nor has engaged in any activity that violates or infringes any intellectual property rights of any other Person.

(42) Computer Systems.

- (a) The Computer Systems adequately meet the data processing and other computing needs of the Business as presently conducted in all material respects. The Computer Systems function, operate, process and compute in accordance in all material respects with all applicable Laws, industry standards and trade practices. The Computer Systems operate and perform in all material respects in accordance with their documentation and functional specifications. The Computer Systems have not materially malfunctioned or failed within the past two years.
- (b) The Company has adequate measures in place to ensure that the Computer Systems contain appropriate virus protection and security measures to safeguard against the unauthorized use, copying, disclosure, modification, theft or destruction of and access to, system programs and data comprised by the Computer Systems. The Company has and maintains accurate and confidential listings of all applicable accounts, passwords, encryption algorithms and programs or other access keys required to ensure secure and proper access by the Company and its employees to its system programs and data comprised by the Computer Systems. The data processing and data storage facilities used by the Company in connection with the operation of the Business are adequately protected consistent with current industry standards and practices, in all material respects.
- (c) The Computer Systems and Software have the necessary patches and operate on adequate versions of all such Computer Systems and Software required to conduct the Business in the Ordinary Course of the Business.
- (d) The Company has and maintains back-up systems and disaster recovery and business continuity plans to adequately and properly ensure the continuing availability of the functionality provided by the Computer Systems in the event of any malfunction of, any suspension or cessation in the operation of, or other form of disaster affecting, the Computer Systems.
- (e) To the knowledge of the Vendors, no Person has obtained unauthorized access to any Computer Systems or any data comprised thereby.

(43) Regulatory Approvals. Except as identified in this Agreement or a Schedule hereto, the Company possesses all regulatory approvals necessary to conduct its Business as currently conducted in Manitoba. A list of the regulatory approvals necessary for the conduct of the Business

in Manitoba, including their applicable expiry and renewal dates, is attached as Schedule 3.1(43) (the “**Regulatory Approvals**”). The Company is not and has not been in violation of the terms of any of the Regulatory Approvals.

(44) Privacy Matters.

- (a) The Company has complied at all times in the past three years in all material respects with all Privacy Laws in connection with the collection, use and disclosure of Personal Information by the Company.
- (b) The Company has had for the past two years a privacy policy governing the collection, use and disclosure of personal information by the Company and has collected, used and disclosed personal information in accordance in all material respects with such policy.
- (c) There has been no confirmed or reasonably suspected loss or theft of, or unauthorized access to, or use or disclosure of Personal Information in the custody or control of the Company.
- (d) The Company has not received any complaint from any Person relating to the Company’s collection, use, disclosure and protection of personal information, and, to the knowledge of the Vendors, the Company is not the subject of an investigation, audit or inspection carried out by or on behalf of the Regulatory Authority.
- (e) The consummation of the Transactions contemplated by this Agreement will not result in a violation of Privacy Laws or the privacy policies of the Company.

(45) Kroll Software. Following the Closing Date, the Company shall have unimpeded access to and use of the Kroll Software and all Formulations listed therein as existing and maintained by the Company on the date hereof.

(46) Anti-Bribery. The Company has not, and no one authorized to act on its behalf has, made any direct or indirect illegal contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services with the corrupt intent (a) to obtain favourable treatment in securing business, (b) to pay for favourable treatment for business secured, (c) to obtain special concessions or for special concessions already obtained or (d) for any other corrupt purpose. Where appropriate and necessary, the Company has in place codes, policies and procedures that are intended to prevent corruption, and that are monitored and enforced by management to prevent corruption.

(47) Money Laundering Laws. The operations of the Company are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Regulatory Authority (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or Regulatory Authority or any arbitrator or non-Regulatory

Authority involving the Company with respect to the Money Laundering Laws is pending or threatened.

(48) Full Disclosure. None of the foregoing representations and warranties and no document furnished by or on behalf of the Vendors to the Purchaser in connection with the negotiation of the Transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make any such statement or representation not misleading in any material respect.

3.2 Representations and Warranties of the Purchasers

The Purchasers hereby make the following representations and warranties to the Vendors and acknowledge that the Vendors are relying on such representations and warranties in entering into this Agreement and completing the Transactions:

(1) Purchaser Incorporation and Existence. The Purchaser is a corporation organized and existing under the Laws of the Province of Manitoba.

(2) Grey Wolf Incorporation and Existence. Grey Wolf is a corporation organized and existing under the Laws of the Province of Ontario.

(3) Validity of Agreement.

- (a) The Purchaser has all necessary power and authority to purchase the Purchased Shares and to enter into and perform its obligations under this Agreement and any other agreements or instruments to be delivered or given by it pursuant to this Agreement.
- (b) Grey Wolf has all necessary power and authority to enter into and perform its obligations under this Agreement and any other agreements or instruments to be delivered or given by it pursuant to this Agreement.
- (c) The execution, delivery and performance by the Purchasers of this Agreement and the consummation of the Transactions have been duly authorized by all necessary corporate action by each of the Purchaser and Grey Wolf.
- (d) This Agreement or any other agreements entered into pursuant to this Agreement to which either of the Purchasers is a party constitutes the legal, valid and binding obligations of the Purchaser or Grey Wolf, as applicable, enforceable against the Purchaser or Grey Wolf, as applicable, in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(4) No Violation. The execution and delivery of this Agreement by each of the Purchasers, the consummation of the Transactions and the fulfilment by the Purchasers of the terms, conditions and provisions hereof shall not (with or without the giving of notice or lapse of time, or both)

contravene or violate or result in a breach or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligations of the Purchasers under:

- (a) any applicable Law;
 - (b) any judgment, order, writ, injunction or decree of any Regulatory Authority having jurisdiction over the Purchasers, as applicable;
 - (c) the articles, by-laws or any resolutions of the board of directors or shareholders of either of the Purchasers, as applicable; or
 - (d) the provisions of any Contract to which either of the Purchasers are a party or by which they are, or any of their respective properties or assets are, bound.
- (5) Consents. There is no requirement for either of the Purchasers to make any filing with, give any notice to or obtain any Consent from any Regulatory Authority as a condition to the lawful consummation of the Transactions, except, to the best of the Purchasers' knowledge, as follows:
- (a) acceptance for filing by the TSXV of final documentation with respect to the Transactions contemplated hereby; and
 - (b) Grey Wolf filing a press release and a material change report pursuant to the provisions of applicable securities legislation.
- (6) Tax Matters. Each of the Purchasers is not a non-resident Person within the meaning of the ITA.
- (7) Brokers. Neither of the Purchasers have engaged any broker or other agent in connection with the Transactions and, accordingly, there is no commission, fee or other remuneration payable to any broker or agent who purports or may purport to have acted for either of the Purchasers.
- (8) Consideration Shares. All Consideration Shares to be issued pursuant to this Agreement will, when issued, be duly authorized and validly issued as fully paid and non-assessable securities in the capital of Grey Wolf, free of any Encumbrance, other than under any Constatting Documents of Grey Wolf and any applicable Securities Laws and not subject to any pre-emptive right of any Person.
- (9) Securities Law Matters.
- (a) Grey Wolf is a "reporting issuer" under Canadian Securities Laws in each of the Qualifying Jurisdictions, is not on the list of reporting issuers in default under the Canadian Securities Laws of any Qualifying Jurisdiction and is in compliance in all material respects with all such Canadian Securities Laws. Grey Wolf has not taken any action to cease to be a reporting issuer in any Qualifying Jurisdiction nor has Grey Wolf received written notification from any Regulatory Authority seeking to revoke the reporting issuer status of Grey Wolf. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of any kind or type of Grey Wolf that may prevent or restrict trading is pending, in effect, has

been threatened in writing or, to the knowledge of Grey Wolf, is expected to be implemented or undertaken.

- (b) Since November 15, 2022, (i) Grey Wolf's shares have been listed on the TSXV, and (ii) neither Grey Wolf nor any of its Affiliates has received any written communication from the TSXV regarding the suspension or termination of trading of Grey Wolf's shares on the TSXV.

(10) Disclosures with Respect to Grey Wolf.

- (a) Grey Wolf has timely filed with the applicable Regulatory Authorities and the TSXV all material forms, reports, schedules, statements and other documents required to be filed by Grey Wolf with any Regulatory Authority and the TSXV.
- (b) The information and statements contained in any public document when filed complied in all material respects with all applicable Canadian Securities Laws, are or will be, at the time of filing on SEDAR, true and correct in all materials respects and do not, or will not, (i) contain any untrue statement of a material fact; or (ii) omit any statement of a material fact necessary in order to make the statements contained therein not misleading. Grey Wolf has not filed any confidential material change report which at the date of this Agreement remains confidential. As of the date hereof, to the knowledge of Grey Wolf, none of the documents publicly filed under the profile of Grey Wolf on SEDAR is the subject of an ongoing review, outstanding comment or outstanding investigation by or of any Regulatory Authority, where such review, outstanding comment or outstanding investigation would reasonably be expected to have a Material Adverse Change on the business operations of Grey Wolf or any Subsidiary of Grey Wolf, as applicable.

(11) Litigation. There are no proceedings in progress, pending, or to each of the Purchaser's knowledge, threatened against either of the Purchaser or Grey Wolf that could materially affect the Purchaser or Grey Wolf or prohibit, restrict or seek to enjoin the Transactions contemplated by this Agreement.

(12) Bankruptcy. Each of the Purchasers has never committed an act of bankruptcy, is or was insolvent, has or had proposed a compromise or arrangement to its creditors generally, has had any petition for a bankruptcy order filed against it, has or had taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has had an encumbrancer take possession of any of its property or had any execution or distress become enforceable or levied against any of its property.

(13) Taxable Canadian corporation. Each of the Purchaser and Grey Wolf is a "taxable Canadian corporation" within the meaning of the ITA.

3.3 Survival of Representations and Warranties of the Vendors

The representations and warranties of the Vendors contained in this Agreement shall survive the Closing and shall continue for the benefit of the Purchasers for a period of 18 months

notwithstanding such Closing, nor any investigation made by or on behalf of the Purchasers or any knowledge of the Purchasers, except that:

- (1) the representations and warranties set out in Sections 3.1(1) through 3.1(7), 3.1(9), and 3.1(11) to and including 3.1(13), shall survive the Closing and continue in full force and effect without limitation of time (collectively, the “**Vendor Fundamental Representations**”);
- (2) the representations and warranties set out in Section 3.1(38) shall survive the Closing and continue in full force and effect for a period of five years following the Closing;
- (3) the representations and warranties set out in Section 3.1(37) shall survive the Closing and continue in full force and effect until, but not beyond, the expiration of the period, if any, during which an assessment or other form of recognized document assessing liability for Tax, interest or penalties under Laws applicable to Tax in respect of any taxation year to which such representations and warranties extend could be issued under such Laws to the Company, including any additional period resulting from the Company filing a waiver or other document extending such period prior to the Closing; and
- (4) a claim for breach of any such representation or warranty, to be effective, must be asserted in writing on or prior to the applicable expiration time set out in this Section 3.3, provided that a claim for any breach of any of the representations and warranties contained in this Agreement or in any agreement, instrument, certificate or other document executed or delivered pursuant to this Agreement involving fraud or fraudulent misrepresentations may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by Law.

3.4 Survival of Representations and Warranties of the Purchasers

The representations and warranties of the Purchasers contained in this Agreement shall survive the Closing and shall continue for the benefit of the Vendors for a period of 18 months notwithstanding such Closing, nor any investigation made by or on behalf of the Vendors or any knowledge of the Vendors, except that:

- (1) the representations and warranties set out in Sections 3.2(1), 3.2(2), 3.2(3), 3.2(5) and 3.2(13) shall survive the Closing and shall continue in full force and effect without limitation of time (collectively, the “**Purchaser Fundamental Representations**” and, together with the Vendor Fundamental Representations, the “**Fundamental Representations**”);
- (2) the representations and warranties set out in Section 3.2(6) shall survive the Closing and continue in full force and effect until, but not beyond, the expiration of the period, if any, during which an assessment or other form of recognized document assessing liability for Tax, interest or penalties under Laws applicable to Tax in respect of the taxation year of each of the Vendors in which the Transactions have occurred could be issued, including any additional period resulting from either Vendor filing a waiver or other document extending such period; and
- (3) a claim for breach of any such representation or warranty, to be effective, must be asserted in writing on or prior to the applicable expiration time set out in this Section 3.4, provided that a claim for any breach of any of the representations and warranties contained in this Agreement or in any agreement, instrument, certificate or other document executed or delivered pursuant to this

Agreement involving fraud or fraudulent misrepresentations may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by Law.

ARTICLE 4 **COVENANTS**

4.1 Covenants of the Vendors

Each of the Vendors covenants and agrees with the Purchasers as follows:

- (1) Provision of Information. each of the Vendors will provide all necessary information regarding itself and the Company to the Purchasers as may be required to obtain the approval of the TSXV for the Transactions contemplated herein.
- (2) Consents and Approvals.
 - (a) the Company and the Vendors shall (and shall cause each of its Affiliates to): use commercially reasonable efforts to assemble, prepare and file any required notifications, declarations, filings or information (and, as needed, to supplement such information), and take such action, as necessary to obtain, as promptly as practicable, (i) all of the Consents, Regulatory Approvals and Permits and (ii) any other notice, Consent, approval, waiver, filing, or similar requirement with any Regulatory Authority that may be or become necessary for the execution and delivery of this Agreement and the consummation of the Transactions.
 - (b) The Company shall (and shall cause each of its Affiliates to) use commercially reasonable efforts to give all notices to, and obtain all Consents from, all Third Parties that are set forth on Schedule 3.1(16).
 - (c) Without limiting the generality of the foregoing subsection (a) and (b), each Party shall work together in good faith and cooperate fully with the other Parties and each of their Affiliates in promptly seeking to obtain all Consents and such notices, approvals, waivers, filings, or similar requirements. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any such Consents and such other notices, Consents, approvals, waivers, filings, or similar requirements.

4.2 Covenants of the Purchasers

- (1) Approvals. The Purchasers will take such steps and proceedings in good faith as may be reasonably required to obtain all governmental, shareholders and stock exchange approvals required for the Purchasers to complete the Transactions contemplated herein and to carry out the obligations of the Purchasers thereunder, and in connection therewith.
- (2) Expedited Acquisition. Grey Wolf will apply for approval of the TSXV for the transactions contemplated herein as an Expedited Acquisition pursuant to Section 4 of Policy 5.3 of the TSXV.
- (3) Consents and Approvals:

- (a) The Purchasers shall (and shall cause each of their Affiliates to): use commercially reasonable efforts to assemble, prepare and file any required notifications, declarations, filings or information (and, as needed, to supplement such information), and take such action, as necessary to obtain, as promptly as practicable any notice, Consent, approval, waiver, filing, or similar requirement with any Regulatory Authority that may be or become necessary for the execution and delivery of this Agreement and the consummation of the Transactions including the approval of the TSXV for the Transactions.
 - (b) Without limiting the generality of the foregoing subsection (a), each Party shall work together in good faith and cooperate fully with the other Parties and each of their Affiliates in promptly seeking to obtain all Consents and such notices, Consents, approvals, waivers, filings, or similar requirements. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any such Consents and such other notices, Consents, approvals, waivers, filings, or similar requirements.
- (4) Procurity Inc. Shares. The Purchasers shall use commercially reasonable efforts to assist in the transfer by the Company of certain shares in the capital of Procurity Inc. to 5278105 Manitoba Ltd. or such other Person as requested by Didyk.

4.3 Delivery of Records

At the Closing Time, the Vendors shall deliver to the Purchasers all the Records and may maintain a copy of such Records as are necessary to prepare the Tax Returns of the Company in respect of the period until the Closing Date. The Purchasers shall preserve the Records at the premises of the Company in a secure and safe manner for a period of six years from the Closing Date, or for such longer period as is required by any applicable Law, and shall permit the Vendors or their authorized Representatives reasonable access thereto in connection with the affairs of the Vendors, including but not limited to the Vendors responding to any Claim or any proceeding by any Regulatory Authority, but the Purchasers shall not be responsible or liable to the Vendors for or as a result of any accidental loss or destruction of or damage to any Records. The Purchasers shall notify the Vendors promptly if there is any accidental loss, destruction, or damage to any Records. The Purchasers shall immediately notify the Vendors if there is an audit in respect of Taxes.

ARTICLE 5 CONDITIONS OF CLOSING

5.1 Conditions for the Benefit of the Purchasers

The obligation of the Purchasers to complete the Transactions shall be subject to the fulfilment of the following conditions at or prior to the Closing Time:

- (1) Representations, Warranties and Covenants. The representations and warranties of the Vendors made in this Agreement shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Change) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Change) on and as of the date hereof and on and as of the Closing Date with the same

effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects) (except as those representations and warranties may be affected by events or transactions: (i) resulting from the entering of this Agreement that do not have a Material Adverse Change and arise in the Ordinary Course of the Business; (ii) approved in writing by the Purchasers; or (iii) contemplated or permitted by this Agreement). The Vendors shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by the Vendors before or on the Closing Date; provided that, with respect to agreements, covenants and conditions that are qualified by materiality, the Vendors shall have performed such agreements, covenants and conditions, as so qualified, in all respects. In addition, the Vendors shall have delivered to the Purchasers a certificate confirming the foregoing. The receipt of such certificate and the completion of the Transactions shall not be deemed to constitute a waiver of any of the representations, warranties, covenants, or agreements of the Vendors contained in this Agreement. Such representations, warranties, covenants, and agreements shall continue in full force and effect as provided in Section 3.3.

(2) No Material Adverse Change. From the date of this Agreement, there shall not have occurred any Material Adverse Change, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Change.

(3) Consents. All filings, notifications and Consents with, to or from Regulatory Authorities and Third Parties, including the parties to the Material Contracts listed on Schedule 3.1(31) required to permit the change of ownership of the Purchased Shares contemplated hereby without resulting in the violation of or a default under or any termination, amendment or acceleration of any obligation under any Consent, lease, or Material Contract adversely affecting the Business or the Company, shall have been made, given or obtained on terms acceptable to the Purchasers acting reasonably.

(4) No Legal Action. No action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit any of the Transactions or the right of the Company to conduct the Business after Closing on substantially the same basis as conducted prior to the Closing Date.

(5) Non-Arm's Length Loans. All amounts owing by the Vendors or any related parties to the Company shall be paid in full.

(6) Principal Employment Agreements. The Company shall cause Didyk and Petrasko to enter into employment agreements in form and substance acceptable to the Purchasers in their sole discretion (the "**Employment Agreements**").

(7) Financing. The Purchasers shall have obtained financing from a third-party lender on terms satisfactory to the Purchasers in their sole and absolute discretion.

(8) Release of Encumbrances; Payoff Letters. The Company shall have obtained (i) releases of all Encumbrances (other than any Permitted Encumbrances) relating to the assets and properties

of the Company and (ii) payoff letters, in form and substance reasonably satisfactory to the Purchasers, with respect to all indebtedness of the Company.

(9) Company Certificate. A certificate from an officer of the Company certifying that: (i) the Constatng Documents of the Company attached to the certificate are true and represent all of the Constatng Documents in existence; (ii) such Constatng Documents have been in full force and effect in the form attached from and after the date of the adoption of the resolutions referred to in clause (iii) below and no amendment to such Constatng Documents has occurred since the date of the last amendment annexed thereto, if any; and (iii) the resolutions adopted by the board of directors of the Company authorizing the execution, delivery and performance of this Agreement, the Transaction Documents, and the consummation of all other Transactions contemplated by this Agreement and the transfer of the Purchased Shares to the Purchaser, as agreed upon by the Purchaser and the Company, attached to the certificate, were duly adopted by unanimous written Consent, remain in full force and effect, and have not been amended, rescinded or modified, except to the extent attached thereto.

(10) Vendor Officer's Certificates. Each Vendor, except Didyk and Petrasko, shall have delivered to the Purchasers a certificate from an officer or trustee of such Vendor, dated as of the Closing Date, certifying that: (i) the Constatng Documents of the Vendor attached to the certificate are true and represent all of the Constatng Documents in existence; (ii) such Constatng Documents have been in full force and effect in the form attached from and after the date of the adoption of the resolutions referred to in clause (iii) below and no amendment to such Constatng Documents has occurred since the date of the last amendment annexed thereto, if any; and (iii) the resolutions of the Vendor authorizing the execution, delivery and performance of this Agreement, the Transaction Documents to which it is a party, and the consummation of all other Transactions contemplated by this Agreement, as agreed upon by the Purchasers and such Vendor, attached to the certificate, were duly adopted, remain in full force and effect, and have not been amended, rescinded or modified, except to the extent attached thereto.

(11) Closing Deliveries. The Vendors shall have delivered to the Purchasers the following in form and substance satisfactory to the Purchasers, acting reasonably:

- (a) the Non-Competition Agreement;
- (b) the Employment Agreements;
- (c) the Lock-Up Agreements;
- (d) the Contribution Agreement;
- (e) a favourable opinion of counsel to the Vendors and the Company in a form acceptable to the Purchasers, acting reasonably;
- (f) resignations and releases effective as of the Closing Time of each director and officer of the Company as specified by the Purchasers;
- (g) discharges in registrable form of all Encumbrances registered against title to the Owned Real Property and not constituting Permitted Encumbrances, or

undertakings from Vendor's counsel, satisfactory to the Purchasers' counsel to pay out from the sales proceeds on Closing and discharge any such Encumbrances within a reasonable period of time following the Closing Date;

- (h) evidence of the discharge of all Encumbrances registered against the Company, except the Permitted Encumbrances;
- (i) releases and payoff letters of all amounts owing by the Vendors or any related parties to the Company pursuant to Section 5.1(5);
- (j) all Records and all corporate Records of the Company and other documents referred to in this Agreement or any Schedule; and
- (k) all documentation and other evidence reasonably requested by the Purchasers in order to establish the due authorization and consummation of the Transactions by the Vendors and the Company required to effectively carry out their obligations pursuant to this Agreement.

5.2 Waiver or Termination by the Purchasers

The conditions contained in Section 5.1 are inserted for the exclusive benefit of the Purchasers and may be waived in whole or in part by the Purchasers at any time without prejudice to any of its rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 5.1 are not fulfilled or complied with by the time provided for, the Purchasers may, at or prior to the Closing Time, terminate this Agreement by notice in writing after such time required to the Vendors. In such event the Purchasers shall be released from all obligations in this Agreement (except as set out in Section 5.5) and, unless the condition or conditions that have not been fulfilled are reasonably capable of being fulfilled or caused to be fulfilled by the Vendors or the Company, then the Vendors shall also be released from all obligations in this Agreement (except as set out in Section 5.5).

5.3 Conditions for the Benefit of the Vendors

The obligations of the Vendors to complete the Transactions shall be subject to the fulfilment of the following conditions at or prior to the Closing Time:

- (1) Representations, Warranties and Covenants. The representations and warranties of the Purchasers made in this Agreement shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Change) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Change) on and as of the date hereof and on and as of the Closing Time with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects) (except as those representations and warranties may be affected by events or transactions expressly permitted by or resulting from the entering of this Agreement). the Purchaser shall have complied in all material respects with all covenants and agreements in this Agreement to be performed or caused to be performed by it at or prior to the Closing Date. In addition, the Purchasers shall have delivered to the Vendors a certificate confirming the foregoing.

The receipt of such certificate and the completion of the Transactions shall not be deemed to constitute a waiver of any of the representations, warranties, covenants, or agreements of the Vendors contained in this Agreement. Such representations, warranties, covenants, and agreements shall continue in full force and effect as provided in Section 3.4.

(2) No Action to Restrain/No Adverse Law. No Law shall have been made, and no action or proceeding shall be pending or threatened, which is likely to result in an order, decision or ruling imposing any limitations or conditions which may have a Material Adverse Change on the Transactions.

(3) Consents. All filings, notifications and Consents with, to or from Regulatory Authorities to complete the Transactions (excluding items which are solely in the Vendors' control), shall have been made, given or obtained on terms acceptable to the Vendors acting reasonably.

(4) No Legal Action. No action or proceeding shall be pending or threatened by any Person to enjoin, restrict or prohibit any of the Transactions or the right of the Purchasers to conduct the Business after Closing on substantially the same basis as heretofore conducted.

(5) Deliveries. the Purchasers shall have delivered to the Vendors the following in form and substance satisfactory to the Vendors:

- (a) the Employment Agreements;
- (b) the Lock-Up Agreements;
- (c) the Contribution Agreement; and
- (d) all documentation and other evidence reasonably requested by the Vendors in order to establish the due authorization and consummation of the Transactions, including the taking of all necessary corporate proceedings by the board of directors and shareholders of the Purchasers required to effectively carry out the obligations of the Purchasers pursuant to this Agreement.

5.4 Waiver or Termination by the Vendors

The conditions contained in Section 5.3 are inserted for the exclusive benefit of the Vendors and may be waived in whole or in part by the Vendors at any time without prejudice to any of their rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 5.3 are not fulfilled or complied with by the time provided for, the Vendors may at or prior to the Closing Date, terminate this Agreement by notice in writing after such time to the Purchasers. In such event the Vendors shall be released from all obligations in this Agreement (except as set out in Section 5.5) and, unless the condition or conditions which have not been fulfilled are reasonably capable of being fulfilled or caused to be fulfilled by any of the Purchasers or the Company, then the Purchasers shall also be released from all obligations in this Agreement (except as set out in Section 5.5).

5.5 Survival following Termination

In the event of termination of this Agreement at or prior to the Closing Time pursuant to Sections 5.2 or 5.4, the provisions of Article 10 shall survive such termination indefinitely. Upon such termination:

- (a) the Purchasers shall promptly deliver to the Vendors all copies of all Records and other written material obtained by the Purchasers from the Vendors or the Company in connection with this Agreement; and
- (b) the Vendors shall promptly deliver to the Purchasers all copies of all corporate Records of the Purchasers and other written material obtained by the Vendors from the Purchasers in connection with this Agreement.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

The Closing of the Transactions shall take place concurrently with the execution of this Agreement by the parties, with all deliveries contemplated herein completed remotely via electronic exchange of documents and signatures and wire transfer of funds. Upon the Closing, the transactions contemplated by this Agreement shall become and be deemed effective as of 8:00 a.m. EST on the Closing Date.

6.2 Deliveries at the Closing

At the Closing Time, upon fulfillment of all the conditions set out in Article 5 that have not been waived in writing by the Purchasers, the Vendors shall deliver to the Purchaser certificates evidencing all the Purchased Shares, duly endorsed in blank for transfer, and such other documents as are required or contemplated to be delivered by the Vendors or the Vendors' counsel pursuant to this Agreement, the Purchase Price shall be paid or delivered in the manner provided in Section 2.2, and the Purchasers shall deliver such documents as are required or contemplated to be delivered by the Purchasers or the Purchasers' counsel pursuant to this Agreement.

ARTICLE 7 INDEMNIFICATION

7.1 Indemnification by the Vendors

Subject to Section 3.3, the Vendors shall, jointly and severally, indemnify and save the Purchasers harmless for and from:

- (1) all debts and liabilities of the Company, including liabilities for any Taxes, existing at the Closing Time and not disclosed on or included in the Final Closing Date Calculations, as applicable, except liabilities accruing or incurred subsequent to December 31, 2023, as applicable, in the Ordinary Course of the Business, consistent with past practice and except liabilities disclosed in this Agreement or any Schedule;

- (2) all contingent liabilities which the Company becomes obligated to pay and which exist at the Closing Time if not disclosed or reflected in the Final Closing Date Calculations, as applicable, and whether or not the Vendors or the Company have notice thereof or of the facts or circumstances which give rise thereto;
- (3) any liabilities in respect of the Excluded Employees;
- (4) any claims, demands, costs and expenses and liabilities arising in respect of the Company's relationship with 5278113 Manitoba Ltd. and Michael Didomenicantonio, including, without limitation, any agreements, settlements or loans between the Company and either or both of 5278105 Manitoba Ltd. and Michael Didomenicantonio;
- (5) any claims, demands, costs and expenses and liabilities arising in respect of the Company's relationship with 6411496 Manitoba Inc. and Gail Halko, including any agreements or loans between the Company and either or both of 6411496 Manitoba Inc. and Gail Halko;
- (6) any claims, demands, costs and expenses and liabilities, including, without limitation, any tax expenses, costs or liabilities, arising in respect of the shares held by the Company in Procurity Inc. and the transfer by the Company of such shares to 5278105 Manitoba Ltd. or such other Person requested by Didyk;
- (7) any assessment or reassessment for Taxes for any period up to the Closing Date for which no adequate reserve has been provided and disclosed in the Final Closing Date Calculations, as applicable, except to the extent already taken into account in the adjustments to the Purchase Price as provided in Section 2.6 of this Agreement;
- (8) any loss or damages suffered by the Purchasers or by the Company as a result of any breach of representation, warranty or covenant on the part of the Vendors contained in this Agreement or in any document delivered pursuant to or contemplated by this Agreement;
- (9) any warranty, damage or similar claim made against the Company for or arising from defects in any goods, materials, service or workmanship, in each case provided by the Company on or prior to the Closing Date for which the Company is or is alleged to be liable; and
- (10) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

7.2 Indemnification by the Purchasers

Subject to Section 3.4, the Purchasers shall indemnify and save the Vendors harmless for and from:

- (1) any loss, damages or deficiencies suffered by the Vendors as a result of any breach of representation, warranty, undertaking or covenant on the part of any of the Purchasers contained in this Agreement or in any document delivered pursuant to or contemplated by this Agreement; and
- (2) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

7.3 Notice of Claim

(1) A Party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly upon becoming aware of the Claim, but in no event later than the relevant date, if any, as specified in Section 3.3 or 3.4 of this Agreement, as applicable, give written notice to the Party or Parties (a “**Notice of Claim**”), as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 7.1 or 7.2 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a Claim by a Person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

(2) If an Indemnified Party fails to provide the Indemnifying Party with a Notice of Claim promptly as required by Section 7.3(1) of this Agreement, the Indemnifying Party shall be relieved of the obligation to pay damages to the extent it can show that it was prejudiced in its defence of the Claim or in proceeding against a Third Party who would have been liable to it by the fact of the delay, but the failure to provide such Notice of Claim promptly shall not otherwise release the Indemnifying Party from its obligations under this Article 7.

(3) If the date by which a Notice of Claim must be given in respect of a breach of representation and warranty has passed without any Notice of Claim having been given to the Indemnifying Party, then the related Claim shall be forever extinguished, notwithstanding that by the date specified in Section 7.3(1) of this Agreement, the Indemnified Party did not know, and in the exercise of reasonable care could not have known, of the existence of the Claim.

7.4 Procedure for Indemnification

(1) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 60 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 60-day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

(2) Third Party Claims. Upon receiving notice of any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or elect to assume control of the investigation, negotiation, settlement or defence of such Third Party Claim. In order to elect to assume such control, the Indemnifying Party must give the Indemnified Party written notice of its election within 30 days of Indemnifying Party’s receipt of notice of the Third Party Claim. In such

event, the Indemnifying Party shall pay for all costs and expenses of the investigation and defence of the Third Party Claim except that the Indemnifying Party will not, so long as it diligently conducts such defence, be liable to the Indemnified Party for any fees of other counsel or any other expenses with respect to the defence of the Third Party Claim incurred by the Indemnified Party after the date of the Indemnifying Party validly exercising its right to assume control as aforesaid. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party on a timely basis, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. If the Indemnified Party undertakes the investigation and defence of a Third Party Claim from the outset, the Indemnifying Party will not be bound by any determination of the Third Party Claim or any compromise or settlement of the Third Party Claim effected without the Consent of the Indemnifying Party (which Consent may not be unreasonably withheld or delayed).

(3) Rights of Set-Off. the Purchasers shall be entitled to set off the amount of any Claim subject to indemnification under this Agreement or any other amounts that may otherwise be owing by the Vendors to the Purchasers to the extent that such amount has been finally determined in accordance with the provisions of this Agreement, against any other amounts payable by the Purchasers to the Vendors whether under this Agreement or otherwise. The Purchasers may hold back an amount that may otherwise be payable to the Vendors equal to the amount of any Claim subject to an outstanding Claim for indemnification hereunder until such Claim and amount has been finally determined in accordance with the provisions of this Agreement; provided, however, the Purchasers shall have delivered a Claim Notice and that such outstanding Claim is not frivolous or vexatious and there is a reasonable basis for making such Claim.

7.5 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

(1) Any Claim arising as a result of a breach of a representation or warranty shall be made not later than the date on which, pursuant to Section 3.3 or 3.4, as the case may be, such representation or warranty terminated.

(2) Any amounts payable pursuant to a Claim shall be paid by transfer of immediately available funds to the Indemnified Party.

(3) Except as otherwise required by applicable Laws, for Tax purposes, all payments made by the Vendors pursuant to this Article 5 shall be treated as a decrease to the Purchase Price and all payments made by the Purchasers pursuant to this Article 7 shall be treated as an increase to the Purchase Price.

(4) The Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$100,000 (and shall only apply in respect of the excess over \$100,000); provided, however, that in no event shall an Indemnifying Party be liable for any Claims in excess of twenty-five percent (25%) of the Purchase Price. Notwithstanding the foregoing, this limitation of liability shall not apply where a Claim is the result of (i) any Claim based on any incorrectness or breach of any of the Fundamental Representations, which Claims shall be limited to the Purchase Price, or (ii) any fraud or a fraudulent misrepresentation, which Claims shall not be limited.

(5) If any Third Party Claim is of a nature such that the Indemnified Party is required by applicable Law to make a payment to a Third Party with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for any such payment. If the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party with interest, to the extent same has been paid by the Third Party.

(6) Except in the circumstance contemplated by Section 7.5(7), and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written Consent of the Indemnifying Party (which Consent shall not be unreasonably withheld).

(7) The Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim.

(8) For purposes of this Article 7, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Change or other similar qualification contained in or otherwise applicable to such representation or warranty.

(9) The Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available) and any related legal proceedings. If the Indemnifying Party assumes the investigation and defence of a Third Party Claim, the Indemnified Party will, at the request and expense of the Indemnifying Party, make available to the Indemnifying Party, on a timely basis, those employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in investigating and defending the Third Party Claim.

(10) Notwithstanding Section 7.4(2), the Indemnifying Party shall not settle any Third Party Claim or conduct any related legal or administrative proceeding without the prior written Consent of the Indemnified Party, which Consent may not be unreasonably withheld, unless:

- (a) the terms of the compromise and settlement or remedy require only the payment of money for which the Indemnified Party is entitled to full indemnification under this Agreement;
- (b) the terms of the compromise and settlement do not require the Indemnified Party to admit any wrongdoing, take or refrain from taking any action, acknowledge any rights of the Person making the Third Party Claim or waive any rights that the Indemnified Party may have against the Person making the Third Party Claim; and
- (c) the Indemnified Party receives, as part of the compromise and settlement or remedy, a legally binding and enforceable unconditional release, which is in form and substance satisfactory to the Indemnified Party, acting reasonably, from any and all obligations or liabilities it may have with respect to the Third Party Claim;

(11) The indemnification rights of the Parties under this Article 7 are independent of, and in addition to, such rights and remedies as the Parties may have at Law or in equity or otherwise for any misrepresentation, breach of warranty or failure to fulfill any covenant, agreement or obligation hereunder on the part of any Party hereto, including the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

(12) The amount of any Claim due under this Agreement shall be reduced by:

- (a) the amount of any insurance or other reimbursement received by the Indemnified Party in relation to the breach or other event giving rise to the Claim; and
- (b) the amount expected to be recovered under any counterclaims against Third Parties in relation to the breach or other event giving rise to the Claim; and
- (c) any Tax benefit actually realized by the Indemnified Party on account of such Claim. If the Indemnified Party receives a Tax benefit after an indemnification payment is made to it, the Indemnified Party shall promptly pay to the Indemnifying Party, the amount of such Tax benefit at such time or times as and to the extent that such Tax benefit is realized by the Indemnified Party, less all costs, fees and expenses (including Taxes) incurred in seeking and collecting such recovery and realization.

(13) Any Indemnified Party is not entitled to double recovery for any Claim even though they may have resulted from the breach of more than one of the representations, warranties, covenants and obligations of the Indemnifying Party in this Agreement.

ARTICLE 8
GUARANTEE

8.1 Guarantee of Performance

Each Guarantor, as principal obligor and not as surety, unconditionally and irrevocably covenant with the Purchasers:

- (a) to cause each Vendor to effect prompt and complete performance of all the terms, covenants, conditions and provisions of this Agreement that are to be kept, observed and performed by each Vendor;
- (b) that, if for any reason whatsoever, including the insolvency or bankruptcy of either Vendor, if either Vendor shall at any time or from time to time fail to keep, perform or observe any term, covenant, condition or provision of this Agreement that is to be kept, observed or performed by either Vendor, then each Guarantor shall forthwith on demand of the Purchasers, perform or observe, as the case may be, such term, covenant, condition or provision in accordance with the relevant provisions of this Agreement;
- (c) that each Guarantor is jointly and severally bound with each Vendor to perform the terms, covenants, obligations (including indemnification), conditions and provisions of this Agreement that are to be kept, observed and performed by each Vendor and, in the enforcement of its rights pursuant to this Article 8 the Purchasers may proceed against each Guarantor as if such Guarantor was a principal Party under this Agreement with respect to such terms, covenants, conditions and provisions applicable to the Purchasers.

In the event of a default by either Vendor under this Agreement, each Guarantor waives notice, presentment and any right to require the Purchasers to:

- (a) proceed against each Vendor or pursue any rights or remedies with respect to this Agreement against each Vendor, or
- (b) pursue any other remedy whatsoever in the power of each Vendor prior to each Vendor pursuing any rights it may have under this Agreement against such Guarantor.

Without limiting the generality of the foregoing, the liability of each Guarantor shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of each Vendor in any receivership, bankruptcy, winding-up or other creditors' proceedings or the rejection, disaffirmance or disclaimer of any of this Agreement in any proceeding or any other matter, and shall continue with respect to the periods prior thereto and thereafter, for and with respect to this Agreement.

This Section 8.1 shall be solely for the benefit of the Purchasers and shall not in any way obligate either Guarantor to any other Person.

ARTICLE 9
TAX MATTERS

9.1 Tax Elections

The Parties confirm that: (i) no proceeds are receivable by any of the Vendors or the Guarantors for each of the Guarantors granting the Non-Competition Agreement, (ii) the Guarantors and the Purchasers deal with each other at arm's length for purposes of the ITA, and (iii) the Non-Competition Agreement can reasonably be regarded to have been granted to maintain or preserve the fair market value of the Purchased Shares. At the request of any of the Vendors, the Purchasers agree to make, in respect of the covenants granted in the Non-Competition Agreement, any available elections or amended elections in prescribed form (or such other form as is reasonably requested) and within the prescribed time limits pursuant to section 56.4 of the ITA and any analogous provision of any provincial or territorial Tax statute provided that any such election does not, in the sole judgment of the Purchasers, not to be unreasonably exercised, cause any adverse Canadian (or Canadian provincial) income Tax consequences to either of the Purchasers.

9.2 Preparation of Tax Returns

(1) The Vendors shall prepare or cause to be prepared in accordance with applicable Laws, and the Purchasers shall cause the Company to file all of the Tax Returns due after the Closing Date in respect of periods that began prior to Closing Date, which Tax Returns shall be prepared and filed on a timely basis consistent with existing procedures for preparing such Tax Returns and in a manner consistent with prior practice with respect to the treatment of specific items on the Tax Returns (to the extent such treatment is reasonable in the circumstances or unless otherwise required by applicable Laws). The Vendors shall provide the Purchasers with a draft of such Tax Returns at least sixty (60) days before to their due date, and the Purchasers shall have the right to review the draft of such Tax Returns and make comments they deem appropriate. The Vendors shall reasonably consider all such comments of the Purchasers in respect of those Tax Returns, and to the extent that they agree with such comments, the Vendors will incorporate these in the Tax Returns. The Vendors shall not cause the Company to make an election under subsection 256(9) of the ITA for the taxation years of the Company ending on or immediately before the Closing Time without the Purchasers' prior written Consent, which shall not be unreasonably withheld.

(2) The Purchasers shall cause any and all Tax refunds or Tax credits (including any credits for Taxes received in lieu of a refund, and any reduction of Taxes otherwise payable in a year ending after the Closing Date other than those resulting from non-capital losses incurred after the Closing Date), to the extent the amount of such refunds or credits were not included in the Final Working Capital or Funded Debt, along with any interest paid or credited with respect thereto, received by any of the Purchasers, the Company or any Affiliate thereof that relate to a tax period ending on or before the Closing Date of the Company, to be immediately paid to the Vendors.

(3) Unless required by applicable Tax Law, neither the Purchasers, the Company nor any Affiliate thereof may (i) file, amend or modify a Tax Return of the Company, (ii) file or amend or revoke any Tax election relating to the Company, (iii) take any action that would extend the applicable statute of limitations for any Taxes or Tax Return of the Company, (iv) surrender any

right to claim a refund of Taxes relating to the Company, or (v) make a voluntary disclosure to a Regulatory Authority, in each case, for a taxable period beginning prior to the Closing Date, without the prior written Consent of the Vendors, not to be unreasonably withheld.

(4) If it is determined that a Company has made an “excessive eligible dividend designation” (as defined in subsection 89(1) of the ITA) in respect of any period prior to the Closing Date, the Vendors hereby concur in the making of an election under subsection 185.1(2) of the ITA in respect of such dividend, and such election shall be made by the Company in the manner and within the time prescribed by subsections 185.1(2) and 185.1(3) of the ITA.

(5) If it is determined that the Company has made an election under subsection 83(2) of the ITA in respect of the full amount of any dividend payable by it on shares of any class of its capital stock in respect of any period prior to the Closing Date, and the full amount of such dividend exceeded the amount of the “capital dividend account” (as defined in the ITA) of the Company immediately before the dividend became payable, the Vendors hereby concur in the making of an election under subsection 184(3) of the ITA in respect of such dividend.

ARTICLE 10 **GENERAL**

10.1 Notices

(1) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(a) if to the Vendors or the Guarantors:

Quinton Didyk, James Petrasko, 5278105 Manitoba Ltd., 6303030 Manitoba Ltd.,
Didyk Family Trust (2020) and Petrasko Family Trust (2020)
[REDACTED - *Commercially sensitive and/or confidential information*]

Email: [REDACTED - *Commercially sensitive and/or confidential information*]

With a copy to:

AVS Law LLP
200-600 St. Anne’s Road
WINNIPEG, MB., R2M 2S2

Attention: Ross A. Antymniuk
E-mail: [REDACTED - *Commercially sensitive and/or confidential information*]

Such notice to the above shall be deemed to be notice to all of the Vendors.

(b) if to the Purchasers:

Grey Wolf Animal Health Corp.
Suite No. 85534
Toronto PO
Nortown, ON
M5N 0A2

Attention: Angela Cechetto
E-mail: [REDACTED - *Commercially sensitive and/or confidential information*]

With a copy (not constituting notice) to:

DLA Piper (Canada) LLP
333 Bay Street, Suite 5100
Bay Adelaide - West Tower
Toronto, ON M5H 2R2

Attention: Derek Sigel
E-mail: [REDACTED - *Commercially sensitive and/or confidential information*]

(2) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as described.

(3) Any Party may at any time change its address for service from time to time by giving notice to the other Parties in accordance with this Section 10.1.

10.2 Public Announcements

The Parties agree to coordinate in good faith any and all press releases and other public relations matters with respect to this Agreement and the Transactions. Notwithstanding anything to the contrary herein, prior to closing the Purchasers and their Affiliates shall only issue such public announcements as required by the TSXV. After closing the Purchasers and their Affiliates may issue such press releases as they, in their sole discretion, deem fit. The Vendors and the Company shall not issue any press releases or otherwise make any public announcement or comment on this Agreement or the Transactions without the prior written Consent of the Purchasers.

10.3 No Assignment

No Party may assign any of its rights or obligations under this Agreement without the prior written Consent of each other Party.

10.4 Confidentiality

After the Closing, the Vendors shall (and shall cause their Representatives to) keep confidential all information in their possession or under their control relating to the Company, the Purchasers, their Subsidiaries or the Business, as well as all information obtained after Closing pursuant to this Agreement, unless (a) such information is or becomes generally available to the public other than as a result of a disclosure by the Vendors or their respective Representatives in violation of this Agreement; (b) the Vendors are required by applicable Law to disclose such information (in which case, such disclosure shall then only be made by the Vendors (i) to the extent required by such applicable Law, and after providing written notice to the Purchasers of such requirement; (ii) only to the Person or Persons and only that information that the Vendors reasonably determine (with the advice of outside counsel) is required by applicable Law or as otherwise agreed between the Vendors, on the one hand, and the Purchasers, on the other hand; and (iii) after the Vendors have used commercially reasonable efforts to preserve the confidentiality of such non-public information, including by, at the Purchasers' request, reasonably cooperating with the Purchaser to obtain an appropriate protective order (at the Purchasers' expense) or other reliable assurance that confidential treatment will be accorded such non-public information); (c) such information is or becomes available to a Vendor (on a non-confidential basis from a source other than the Company, the Purchasers or their Representatives, provided such source is not bound by a confidentiality agreement with the Company, the Purchasers or their Representatives) or (d) the Vendors are released, after Closing, from confidential treatment by the prior written Consent of the Purchasers.

10.5 Best Efforts

The Parties acknowledge and agree that, for all purposes of this Agreement, an obligation on the part of any Party to use its "best efforts" to obtain any waiver, Consent or other document shall not require such Party to make any payment to any Person for the purpose of procuring the same, other than payments for amounts due and payable to such Person, payments for incidental expenses incurred by such Person and payments required by any applicable Law.

10.6 Dispute Resolution

Any dispute, controversy, or Claim arising out of or relating to this Agreement, other than a matter referred to in Section 2.5 (a "**Dispute**"), will be resolved by arbitration in accordance with this Section 10.6.

(1) A Party commences arbitration of a Dispute by delivering to the other Party a written notice of arbitration (the "**Arbitration Notice**"). The Arbitration Notice will contain a concise description of the matters submitted for arbitration, including the facts supporting the Party's position, the points at issue and the relief sought.

(2) The arbitration will be conducted in accordance with this section 10.6 and *The Arbitration Act* (Manitoba).

(3) The arbitral tribunal will consist of a single arbitrator. The single arbitrator will be appointed by mutual agreement of the Parties or, if they do not agree within 10 Business Days

following the delivery of the Arbitration Notice, by the ADR Institute of Canada Inc., acting solely as an appointing authority.

(4) The arbitration will take place in Winnipeg, Manitoba and the language of the arbitration shall be English.

(5) The award will deal with the question of costs of arbitration, which may include the arbitrators' fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and reasonable costs of preparations, as appropriate. Unless the Parties otherwise agree in writing, the arbitral tribunal shall make its orders on both arbitration and legal costs on the general principle that costs should reflect the Parties relative success and failure in the award or arbitration except where it appears to the arbitral tribunal that this approach is inappropriate. The arbitral tribunal may also award the payment of interest on any award amount at a rate determined in the sole discretion of the arbitral tribunal.

(6) The arbitration award will be final and binding and will not be subject to appeal, whether on a question of law, of fact or of mixed law and fact.

(7) The Parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) will not be disclosed beyond the arbitrator or arbitration tribunal, the Parties, their counsel and any Person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by Law.

10.7 Expenses

Unless otherwise provided, each of the Vendors and the Purchasers shall be responsible for the expenses (including fees and expenses of legal advisers, accountants and other professional advisers) incurred by them, respectively, in connection with the negotiation and settlement of this Agreement and the completion of the Transactions.

10.8 Further Assurances

Each of the Parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties may reasonably require from time to time after Closing at the expense of the requesting Party for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

10.9 Entire Agreement

This Agreement, including all Schedules and Exhibits, and documents required to be delivered pursuant to this Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter except provided in this Agreement. No reliance is placed by any Party on any

warranty, representation, opinion, advice or assertion of fact made by any Party or its directors, officers, employees or agents, to any other Party or its directors, officers, employees or agents, except to the extent that it has been reduced to writing and included in this Agreement.

10.10 Waiver or Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

10.11 Rights Cumulative

The rights and remedies of the Parties are cumulative and not alternative.

10.12 Successors

This Agreement is binding on, and enures to the benefit of, the Parties and their respective heirs, executors, administrators, personal and legal personal representatives, successors and permitted assigns.

10.13 Counterparts

This Agreement may be executed in any number of counterparts, and/or by facsimile or e-mail transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any Party executing this Agreement by fax or PDF file shall, immediately following a request by any other Party, provide an originally executed counterpart of this Agreement; provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce and Information Act* (Manitoba).

[Signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first above written.

VENDORS:

5278105 MANITOBA LTD.

By: "*Quinton Didyk*"
Name: Quinton Didyk
Title: President

6303030 MANITOBA LTD.

By: "*James Petrasko*"
Name: James Petrasko
Title: President

Quinton Didyk, in their capacity as trustee of
DIDYK FAMILY TRUST (2020)

By: "*Quinton Didyk*"
Name: Quinton Didyk
Title: Trustee

James Petrasko, in their capacity as trustee of
PETRASKO FAMILY TRUST (2020)

By: "*James Petrasko*"
Name: James Petrasko
Title: Trustee

"Quinton Didyk"
QUINTON DIDYK

"James Petrasko"
JAMES PETRASKO

PURCHASERS:

10215914 MANITOBA LTD.

By: "*Angela Cechetto*"
Name: Angela Cechetto
Title: President

GREY WOLF ANIMAL HEALTH CORP.

By: "*Angela Cechetto*"
Name: Angela Cechetto
Title: Chief Executive Officer

COMPANY

6303021 MANITOBA LTD.

By: "*James Petrasko*"

Name: James Petrasko

Title: President

EXHIBIT A

Non Competition Agreement

[REDACTED - *Commercially sensitive and/or confidential information*]

EXHIBIT B

Purchase Price Allocation

[REDACTED - *Commercially sensitive and/or confidential information*]

EXHIBIT C

Consideration Share Allocation

[REDACTED - *Commercially sensitive and/or confidential information*]

EXHIBIT D

Accounting Principles and Illustrative Calculation of Working Capital

[REDACTED - *Commercially sensitive and/or confidential information*]

EXHIBIT E

Lock-Up Agreement

[REDACTED - *Commercially sensitive and/or confidential information*]

EXHIBIT F

Contribution Agreement

[REDACTED - *Commercially sensitive and/or confidential information*]