Execution Version
(Redacted)

ATTOLLO MANAGEMENT INC.

As Vendor

- and -

KADESTONE CAPITAL CORP.

As Purchaser

- and -

STONE BRIDGE MANAGEMENT INC.

As the Company

PURCHASE AGREEMENT

August 29, 2025

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PURCHASE AGREEMENT dated August 29, 2025

BETWEEN:

ATTOLLO MANAGEMENT INC.

As Vendor

- and –

KADESTONE CAPITAL CORP.

As the Purchaser

- and -

STONE BRIDGE MANAGEMENT INC.

As the Company

RECITALS:

A. Attollo Management Inc. (the "**Vendor**") is a company incorporated under the laws of British Columbia that carries on the business of providing real estate consulting services encompassing all facets of a project including acquisition, management, development, construction, financing, administration and sale (the "**Attollo Business**").

B. Stone Bridge Management Inc. (the "**Company**") is a company incorporated under the laws of British Columbia and a wholly-owned subsidiary of the Vendor.

C. Pursuant to the Contribution Agreement and prior to the Closing Date, the Vendor will sell, contribute and transfer to the Company, and the Company will purchase from the Vendor, free and clear of any Encumbrances, all of the Vendor's and its Affiliates' right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used or held for use in connection with, the Included Projects, including, without limitation, any right, benefit or interest in or which relate to the WIP Projects, the **[Name Redacted – Commercially Sensitive Information]** RFP and the **[Name Redacted – Commercially Sensitive Information]** LOI (collectively, the "**Company Assets**").

D. On July 30, 2025, the **[Name Redacted – Commercially Sensitive Information]** entered into the **[Name Redacted – Commercially Sensitive Information]** LOI with the Vendor, the Purchaser and **[Name Redacted – Commercially Sensitive Information]**.

E. It is the intention of the Parties that, using the Company Assets, the Purchaser, through the Company, will carry on the Attollo Business with respect to the Included Projects (the "**Acquired Business**") in furtherance of the Purchaser Business.

F. Following the Attollo Pre-Closing Reorganization, the Vendor will own all of the issued and outstanding shares in the authorized share capital of the Company.

G. Subject to the satisfaction of the conditions set forth herein, the Vendor wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendor, all of the issued and outstanding shares in the authorized share capital of the Company following the Attollo Pre-Closing Reorganization (the "**Purchased Shares**").

H. The Parties wish to enter into this Agreement to set forth the terms and conditions upon which the Purchaser will purchase from the Vendor, and the Vendor will sell to the Purchaser, the Purchased Shares.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions. In this Agreement, including the Recitals to this Agreement, unless the context otherwise requires:

(1) "**Acquired Business**" has the meaning attributed to that term in the Recitals.

(2) "**Affiliate**" means with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person. A Person shall be deemed to "**control**" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "**controlled**" shall have a similar meaning.

(3) "**Agreement**" means this purchase agreement, including all schedules, appendices and exhibits to this purchase agreement, as amended, supplemented, restated and replaced from time to time in accordance with its provisions.

(4) "**Applicable Law**" means any domestic (federal, provincial or municipal) or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, order-in-council, restriction or by-law (zoning or otherwise), judgment, order, writ, injunction, directive, decision, ruling, decree or award, regulatory policy, practice, standard or guideline, published administrative position or Permit of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of that Person.

(5) "**Approvals**" means licences, authorizations, consents, certificates, registrations, exemptions, waivers, filings, grants, rights, orders, judgments, rulings, directives and Permits.

(6) "**Arbitrator**" has the meaning attributed to such term in Section 10.18.

(7) "**Attollo Business**" has the meaning attributed to that term in the Recitals.

(8) "**Attollo Parties**" means, together, the Vendor and the Company.

(9) "**Attollo Pre-Closing Reorganization**" means the steps, matters and transactions undertaken by the Company, the Vendor and its Affiliates prior to the Closing Date, which, upon the effectiveness

thereto, will result in the Company owning all of the Company Assets and the Vendor owning all of the issued and outstanding shares in the authorized share capital of the Company.

(10) "**Books and Records**" means all books, records, files and papers of the Company relating to the Company, the Acquired Business or the Company Assets.

(11) "**Business Day**" means any day, except Saturdays and Sundays or statutory holidays in Vancouver, British Columbia, Canada.

(12) "**Canadian Securities Laws**" means the *Securities Act* (British Columbia) or equivalent legislation in each of the Provinces of Canada and the respective regulations under such legislation together with applicable published rules, regulations, policy statements, national instruments and memoranda of understanding of the Canadian Securities Administrators and the securities regulatory authorities in such Provinces.

(13) "**Claim**" has the meaning attributed to that term in Section 10.1(1).

(14) "**Closing**" means the completion of the Transactions in accordance with this Agreement, being the date that is no later than three (3) Business Days following the satisfaction or waiver of the last condition precedent set out in Sections 4.1(1), 4.2(1) and 4.3(1).

(15) "**Closing Date**" means the date of Closing.

(16) "**Closing Date Balance Sheet**" means the balance sheet of the Company as at 12:01 a.m. on the Closing Date, prepared in accordance with GAAP and the terms of this Agreement, which reflects the Current Assets and Current Liabilities of the Company and, for greater certainty, that the Company has no Current Liabilities.

(17) "**Company**" has the meaning attributed to that term in the Recitals.

(18) "**Company Assets**" has the meaning attributed to that term in the Recitals.

(19) "**Consideration Shares**" means 12,000,000 Purchaser Shares at a deemed price of $1.00 per Purchaser Share.

(20) "**Constating Documents**" means, with respect to any Person, its articles or certificate of incorporation, amendment, amalgamation or continuance, memorandum and articles of association, letters patent, supplementary letters patent, by-laws and unanimous shareholder agreements in each case in force as of the date of this Agreement.

(21) "**Consulting Agreement**" means the consulting services agreement among the Company, the Purchaser and David Negrin providing for, among other things, an annual payment to David Negrin in an amount not less than $**[Amount Redacted – Commercially Sensitive Information]** (for full-time equivalent services) and payment of a make-whole bonus as a result of the Transactions, in form and substance satisfactory to the Purchaser and David Negrin each acting reasonably.

(22) "**Contract**" means any agreement, undertaking or commitment, whether oral or written, other than an Approval.

(23) "**Contribution Agreement**" means the contribution agreement to be entered into by the Company, the Vendor and any other party to the **[Name Redacted – Commercially Sensitive Information]**

RFP and the **[Name Redacted – Commercially Sensitive Information]** LOI (other than the **[Name Redacted – Commercially Sensitive Information]**) or any other party to the **[Project Redacted – Commercially Sensitive Information]** documentation that is being contributed (other than the **[Name Redacted – Commercially Sensitive Information]**), as applicable, pursuant to the Attollo Pre-Closing Reorganization, pursuant to which the Vendor will sell, contribute and transfer to the Company, and the Company will purchase from the Vendor, free and clear of any Encumbrances, the Company Assets (including, for greater certainty, any rights, title and interests held by the Vendor's Affiliates in the Company Assets and the rights and benefits associated with any current work in progress in connection therewith), in form and substance satisfactory to the Parties, each acting reasonably.

(24) "**CRA**" means the Canada Revenue Agency or any successor agency.

(25) "**Current Assets**" means the assets of the Company which, in accordance with GAAP applied consistently with prior periods, are shown or should be shown on the Books and Records of the Company as "current assets" including accounts receivables, inventory and prepaid expenses and deposits.

(26) "**Current Liabilities**" means the Liabilities of the Company which, in accordance with GAAP applied consistently with prior periods, are shown or should be shown on the Books and Records of the Company as "current liabilities" including all accounts payable, accrued Taxes, accrued Liabilities, bonuses payable, customer deposits (including with respect to deposits received from customers or advances of any kind and all or similar instruments and similar obligations including in respect of deferred purchase prices arising from multi-year prepayments of customer contracts or otherwise), warranty reserves, vacation payables, government payables, but excluding deferred and future Tax Liabilities.

(27) "**Deadline**" has the meaning attributed to that term in Section 8.8.

(28) "**Definitive Agreement**" has the meaning attributed to that term in Section 4.3(1)(a).

(29) "**Effective Time**" means 9:00 a.m. (Vancouver time) on the Closing Date.

(30) "**Employee Plans**" means any deferred compensation, bonus, incentive or other compensation, share option or purchase, severance, termination pay, hospitalization or other medical benefit, life or other insurance, vision, dental, drug, employee life and health, sick leave, disability, salary continuation, vacation, supplemental unemployment benefits, profit sharing, mortgage assistance, employee loan, discount, assistance or counselling, pension or supplemental pension, retirement compensation, group registered retirement savings, deferred profit sharing, employee profit sharing, savings, retirement or supplemental retirement, and any other plan, program or arrangement, whether funded or unfunded, formal or informal, written or unwritten, including all policies with respect to holidays, sick leave, expense reimbursement, automobile allowances and rights to company-provided automobiles, that is maintained, contributed to, or required to be maintained or contributed to, by the Company, or to which the Company is a party, or bound by, or under which the Company has any Liability or contingent Liability, for the benefit of the Company's current and former directors, officers, shareholders, independent contractors or Employees and their respective beneficiaries or dependents, other than Statutory Plans.

(31) "**Employees**" means any employees of the Company, whether full-time, part-time, salaried, hourly, unionized or non-unionized.

(32) "**Encumbrance**" means any lien, charge, hypothec, pledge, mortgage, security interest or other encumbrance.

(33) "**Equity Interests**" means, with respect to any Person, any and all present and future shares, units, trust units, partnership or other interests, participations or other equivalent rights in that Person's equity or capital.

(34) "**Escrow Agreement**" means the escrow agreement to be entered into by and between the Purchaser and the Vendor, governing the release of the Consideration Shares from escrow to the Vendor, in form and substance satisfactory to the Exchange.

(35) "**ETA**" means the *Excise Tax Act* (Canada) and the regulations made thereunder.

(36) "**Exchange**" means the TSX Venture Exchange.

(37) "**Excluded Projects**" means the projects listed and described in Schedule 8.2.

(38) "**Final Determination**" means a determination made by a Governmental Authority (including pursuant to a settlement) or court of competent jurisdiction where all rights to object to or appeal from the determination (including any right to obtain relief under a competent authority or similar process) have been exhausted or have expired.

(39) "**GAAP**", when used in respect of accounting terms or accounting determinations relating to a Person, means the Accounting Standards for Private Enterprises which are in effect from time to time in Canada, as published in Part II of the CPA Canada Handbook or any successor thereof (the "**Handbook**"), provided that if such Person has adopted, or if and when such Person is required, or decides, to adopt, the International Financial Reporting Standards, GAAP means those standards as in effect from time to time in Canada, as published in Part I of the Handbook.

(40) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal, or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, body, organization or agency, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government.

(41) "**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the ETA.

(42) "**Included Projects**" means those projects listed and described in Schedule A.

(43) "**Indebtedness**" means, with respect to a Person, the indebtedness (including unpaid interest, fees, expenses, prepayment charges or premium thereon), without duplication, (a) in respect of borrowed money; (b) as may be evidenced by any note, bond, debenture or other debt security; (c) in respect of obligations for the reimbursement of any obligor for amounts drawn on any letter of credit, banker's acceptance or similar transaction; (d) all obligations arising out of any financial hedging, swap or other similar arrangement; (e) all obligations for the deferred purchase price of property or services; (f) all obligations under capital leases or similar obligations; and (g) guarantees of obligations of the type described above.

(44) "**Indemnified Taxes**" means all Losses subject to indemnification pursuant to:

(a) Section 10.2(1)(a) as a result of an inaccuracy in or a breach of a representation or warranty in Sections 6.1(9) and 6.2(16); and

(b) Section 10.2(1)(c).

(45) "**Indemnity Cap**" has the meaning attributed to that term in Section 10.5.

(46) "**Interim Period**" means the period between the execution of this Agreement and Closing.

(47) "**Kadestone Indemnity Share Surrender**" has the meaning attributed to that term in Section 10.9.

(48) "**Liabilities**" means any and all liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, matured or unmatured, liquidated or unliquidated, due or to become due, accrued or unaccrued, or otherwise.

(49) "**Losses**" has the meaning attributed to that term in Section 10.1(7).

(50) "**Material Adverse Change**" or "**Material Adverse Effect**" means, with respect to any event, matter or circumstance, any change or effect that is materially adverse to (i) with respect to the Company, the Acquired Business, the Company Assets, and the operations, Liabilities, capital or financial condition of the Company and (ii) with respect to the Purchaser, the Purchaser Business, the Purchaser's assets, and the operations, Liabilities, capital or financial condition of the Purchaser; *provided, however*, that a Material Adverse Change or Material Adverse Effect does not include a change or effect caused by: (a) the execution or announcement of the execution of this Agreement; (b) any actions taken, or failures to take action, by a Party, in each case, in accordance with the terms of this Agreement or to which the other Parties has consented to in writing; (c) changes in general economic, financial, regulatory or market conditions affecting the Acquired Business or the Purchaser Business; (d) changes in Applicable Law or GAAP or interpretations thereof applicable to the Acquired Business or the Purchaser Business; (e) national or international political conditions in jurisdictions in which the Company or the Purchaser operates, including acts of war or terrorism; (f) the failure by the Company or the Purchaser to meet any financial projections, forecasts or revenue or earnings predictions or (g) any hurricane, flood, tornado, earthquake, epidemic, pandemic, disease outbreak (including COVID-19) or other natural disaster.

(51) **[Name Redacted – Commercially Sensitive Information]**.

(52) "**Ordinary Course**" means, with respect to an action taken by a Person, that the action is consistent with the past practices of the Person and is taken in the normal day-to-day operations of the Person.

(53) "**Parties**" means collectively, the Vendor, the Company and the Purchaser, and "**Party**" means any of them.

(54) "**Permits**" means franchises, licences, authorizations, consents, certificates, certificates of authorization, decrees, orders-in-council, registrations, exemptions, consents, variances, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, permits and other approvals, obtained from, issued by or required by a Governmental Authority.

(55) "**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a joint venture, a trust, an association, a syndicate, an unincorporated organization, a Governmental Authority, an executor or administrator or other legal or personal representative, or any other juridical entity.

(56) "**Personal Information**" means any information about an identifiable natural person that was collected, used or disclosed and is being stored by or is otherwise under the control of the Company in connection with the Acquired Business.

(57) "**Pre-Closing Tax Period**" means any taxation year or other fiscal period that ends on or before the Closing Date.

(58) "**Privacy Law**" means any and all Canadian Applicable Law that regulates the collection use, disclosure and or storage of Personal Information, including the *Personal Information Protection Act* (British Columbia).

(59) "**Proceeding**" means any suit, action, dispute, investigation, claim, arbitration, order, summons, citation, directive, charge, demand, prosecution, or other proceeding, whether legal or administrative, and any appeal or application for review, in each case, at law or in equity or before or by any Governmental Authority.

(60) "**Purchase Price**" means an aggregate amount equal to C$12,000,000.

(61) "**Purchased Shares**" has the meaning attributed to that term in the Recitals.

(62) "**Purchaser**" means Kadestone Capital Corp., a company incorporated under the laws of British Columbia.

(63) "**Purchaser Business**" means the development, acquisition, management of residential and commercial income producing properties and the procurement and sale of building materials within major urban centres and high-growth, emerging markets in Canada, with an initial focus on the Metro Vancouver market.

(64) "**Purchaser Fundamental Representations**" has the meaning attributed to that term in Section 6.5(1).

(65) "**Purchaser Public Documents**" means all forms, reports, schedules, statements, certifications, material change reports and other documents filed or required to be filed or delivered by the Purchaser, as applicable, under Canadian Securities Laws since January 1, 2023.

(66) "**Purchaser Shares**" means common shares in the authorized share capital of the Purchaser.

(67) "**Representatives**" means, with respect to any Party, its Affiliates and, if applicable, its and their respective directors, officers, employees, agents and other representatives and advisors.

(68) "**Restrictive Covenant Agreement**" means the non-competition and non-solicitation agreement to be entered into between the Purchaser, David Negrin and the Vendor in form and substance satisfactory to the Purchaser, acting reasonably, and substantially in the form attached hereto as Exhibit A.

(69) "**[Name Redacted – Commercially Sensitive Information] LOI**" means the non-binding letter of intent dated July 30, 2025 between the Vendor,**[Name Redacted – Commercially Sensitive Information]**, the Purchaser and the **[Name Redacted – Commercially Sensitive Information]** in respect of the co-development of the **[Project Redacted – Commercially Sensitive Information]**, and all such further amendments and supplements thereto.

(70) "**[Name Redacted – Commercially Sensitive Information] RFP**" means the request for proposal (RFP) dated March 31, 2025 submitted by the Vendor, the Purchaser and **[Name Redacted – Commercially Sensitive Information]** for the co-development of the **[Project Redacted – Commercially Sensitive Information]** with the **[Name Redacted – Commercially Sensitive Information]**, and all such further amendments and supplements thereto.

(71) "**Statutory Plans**" means benefit plans that the Company is required by domestic or foreign statutes to participate in or contribute to in respect of an employee, director or officer of the Company or any beneficiary or dependent thereof, including plans administered pursuant to applicable health, Tax, workplace safety insurance, workers' compensation and employment insurance legislation.

(72) "**Straddle Period**" means a taxation year or other fiscal period that includes but does not begin or end on the Closing Date.

(73) "**Tax Act**" or any reference to a specific provision thereof means the *Income Tax Act,* R.S.C. 1985 (5th Supp.) c.1, as amended, together with the regulations promulgated thereunder and any applicable provincial income tax law.

(74) "**Tax Indemnification Event**" means a Final Determination having been made by a Governmental Authority or a court of competent jurisdiction regarding a Liability for Indemnified Taxes.

(75) "**Tax Matters**" has the meaning attributed to such term in Section 9.4.

(76) "**Tax Returns**" means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports, and information returns and reports) and other documents of every nature whatsoever required to be filed with any Governmental Authority with respect to any Taxes, together with all amendments and supplements thereto and whether in tangible or electronic form.

(77) "**Taxes**" means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including any tax indemnity obligation, interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof (including those levied on, or measured by, or referred to as, income, GST/HST, PST, gross receipts, profits, capital, transfer, land transfer, gains, capital stock, production, gift, wealth, environment, net worth, utility, sales, goods and services, harmonized sales, use, consumption valued-added, excise, stamp, withholding, premium, business, franchising, property, employer health, payroll, employment, health, social services, education and social security/Canada Pension Plan contributions or premiums or taxes, surtaxes, pension plan premiums and contribution, workers' compensation premiums, employment insurance or compensation premiums, customs duties and import and export taxes, development, occupancy, occupation, alternative or add-on minimum, global minimum or "Pillar 2" taxes, social services, licence, franchise and registration fees and employment insurance, health insurance and Statutory Plan premiums or contributions), and "**Tax**" has a corresponding meaning.

(78) "**Third Party Claim**" has the meaning attributed to that term in Section 10.1(7).

(79) "**Transaction Documents**" means this Agreement and all other agreements, certificates or other instruments or documents delivered or given pursuant to this Agreement.

(80) "**Transaction Personal Information**" has the meaning attributed to that term in Section 8.6(1).

(81) "**Transactions**" means the purchase and sale of the Purchased Shares and all other transactions contemplated by this Agreement or the Transaction Documents.

(82) "**Transmission**" has the meaning attributed to that term in Section 11.13(1)(c).

(83) "**Vendor**" has the meaning attributed to that term in the Recitals.

(84) "**Vendor's Fundamental Representations**" has the meaning attributed to that term in Section 6.4(1).

(85) "**WIP Projects**" means any current work in progress undertaken by the Vendor or its Affiliates respecting other potential future real estate projects and any associated rights or benefits in connection therewith, other than any Excluded Projects listed and described in Schedule 8.2.

1.2 Construction. This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party does not apply to the construction or interpretation of this Agreement.

1.3 Certain Rules of Interpretation. In this Agreement:

(a) the division into Articles and Sections and the insertion of headings and the Table of Contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement;

(b) the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and

(c) unless specified otherwise or the context otherwise requires:

(i) references to any Article, Section or Schedule are references to the Article or Section of, or Schedule to, this Agreement;

(ii) "including" or "includes" means "including (or includes) but is not limited to" and is not to be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;

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

(iv) references to Contracts are deemed to include all present amendments, supplements, restatements and replacements to those Contracts;

(v) references to any legislation, statutory instrument or regulation or a section thereof are references to the legislation, statutory instrument, regulation or section as amended, re-enacted, consolidated or replaced as of the date of this Agreement; and

(vi) words in the singular include the plural and vice-versa and words in one gender include all genders.

1.4 Knowledge.

(a) in this Agreement, any reference to the knowledge of the Company means the actual knowledge of David Negrin and Brennan Cook, in each case after reasonable inquiry.

(b) in this Agreement, any reference to the knowledge of the Purchaser means the actual knowledge of Brent Billey and David Negus, in each case after reasonable inquiry.

1.5 Computation of Time. In this Agreement, unless specified otherwise or the context otherwise requires:

(a) a reference to a period of days is deemed to begin on the first day after the event that started the period and to end at 5:00 p.m. on the last day of the period, but if the last day of the period does not fall on a Business Day, the period ends at 5:00 p.m. on the next succeeding Business Day;

(b) all references to specific dates mean 11:59 p.m. on the dates;

(c) all references to specific times are references to Pacific time; and

(d) with respect to the calculation of any period of time, references to "from" mean "from and excluding" and references to "to" or "until" mean "to and including".

1.6 Performance on Business Days. If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is valid if taken on or by the next succeeding Business Day.

1.7 Currency and Payment. In this Agreement, unless specified otherwise:

(a) references to dollar amounts or "$" are to Canadian dollars;

(b) any payment is to be made by wire transfer or any other method (other than cash payment) that provides immediately available funds; and

(c) except in the case of any payment due on the Closing Date, any payment due on a particular day must be received and available by 2:00 p.m. on the due date and any payment received and available after that time is deemed to have been made and received on the next succeeding Business Day.

1.8 Accounting Terms. In this Agreement, unless specified otherwise, each accounting term has the meaning assigned to it under GAAP.

1.9 Schedules. The following Schedules and Exhibit are attached to and form part of this Agreement:

Schedule A	Included Projects
Schedule 6.1(1)	Vendor Information
Schedule 6.2(3)	Share Capital
Schedule 8.2	Excluded Projects
Exhibit A	Form of Restrictive Covenant Agreement

ARTICLE 2
PURCHASE AND SALE OF PURCHASED SHARES

2.1 Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, at the Effective Time, the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, the Purchased Shares, which shall constitute all of the issued and outstanding shares in the authorized share capital of the Company, free and clear of all Encumbrances.

2.2 Payment and Release of Purchase Price.

(1) Subject to the terms and conditions of this Section 2.2, Section 8.1 and the Escrow Agreement, at the Closing the Purchaser shall pay to the Vendor an amount equal to the Purchase Price, which shall be paid by the Purchaser, by the issuance to the Vendor of the Consideration Shares.

(2) The Parties agree that the entire Purchase Price is in consideration for the Purchased Shares and that no part of the Purchase Price relates to a restrictive covenant for purposes of the Tax Act, including any of the covenants contained in this Agreement or such other Transaction Documents, which are intended to maintain and preserve the fair market value of the Purchased Shares.

ARTICLE 3
CLOSING ARRANGEMENTS

3.1 Closing. The Parties shall hold the Closing at such time as agreed to by the Vendor and the Purchaser via the exchange of electronic documents, or at such place as agreed to by the Vendor and the Purchaser.

3.2 Vendor's Closing Deliveries. At Closing, the Vendor shall deliver or cause to be delivered, as the case may be, to the Purchaser all certificates, agreements, documents and instruments as required under Section 4.1(1)(g).

3.3 Purchaser's Closing Deliveries. At Closing, the Purchaser shall deliver or cause to be delivered to the Vendor all payments, certificates, agreements, documents and instruments as required under 4.2(1)(e).

ARTICLE 4
CONDITIONS OF CLOSING

4.1 Conditions for the Benefit of the Purchaser.

(1) The Purchaser shall be obliged to complete the Transactions only if each of the following conditions precedent has been satisfied in full at or before the time of Closing on the Closing Date:

(a) all of the representations and warranties of the Vendor and the Company made in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as at the Closing Date with the same effect as if made on and as of the Closing Date (except as contemplated or permitted by this Agreement);

(b) the Vendor and the Company have complied with or performed in all material respects all of the obligations, covenants and agreements under this Agreement to be complied with or performed by the Vendor and the Company on or before the Closing Date;

(c) no Material Adverse Change shall have occurred with respect to the Company during the Interim Period;

(d) there is no injunction or restraining order issued preventing, and no pending or threatened Proceeding, against any Party, for the purpose of enjoining or preventing, the completion of the Transactions or otherwise claiming that this Agreement or the completion of the Transactions is improper or would give rise to a Proceeding, under any Applicable Law or under any Contract;

(e) the Purchaser shall have obtained a letter from the Exchange conditionally approving the issuance and listing of the Consideration Shares, subject only to the satisfaction of customary post-issuance listing conditions and the terms and conditions of the Escrow Agreement;

(f) the Purchaser shall have obtained all requisite shareholder approvals in accordance with the policies and requirements of the Exchange, approving and authorizing the Transaction, if applicable;

(g) the Vendor shall have caused to be delivered to the Purchaser the following:

(i) a Closing Date Balance Sheet in form and substance satisfactory to the Exchange;

(ii) certificates representing the Purchased Shares, accompanied by stock transfer powers duly executed in blank or duly executed instruments of transfer;

(iii) all Books and Records (which delivery will be effected by leaving them in the possession or control of the Company);

(iv) a certified copy of a resolution of the board of directors of the Vendor authorizing the execution, delivery and performance of this Agreement and of all contracts, agreements, instruments, certificates and other documents required by this Agreement, including the sale, contribution and transfer of the Company Assets as contemplated by this Agreement and the Contribution Agreement;

(v) a certified copy of a resolution of the board of directors of the Company authorizing the execution, delivery and performance of this Agreement and of all contracts, agreements, instruments, certificates and other documents required by this Agreement and consenting to the transfer of the Purchased Shares issued by the Company from the Vendor to the Purchaser as contemplated by this Agreement;

(vi) a certificate of good standing of the Company;

(vii) duly executed resignations and releases effective as at Closing of each director and officer of the Company, in form and substance satisfactory to the Purchaser, acting reasonably;

(viii) a duly executed Escrow Agreement;

(ix) a duly executed Consulting Agreement;

(x) a duly executed Restrictive Covenant Agreement;

(xi) a duly executed Contribution Agreement;

(xii) evidence satisfactory to the Purchaser, acting reasonably, that the Attollo Pre-Closing Reorganization was completed in form and substance satisfactory to the Purchaser;

(xiii) any applicable consents or waivers to be delivered pursuant to the Company's Constating Documents;

(xiv) evidence satisfactory to the Purchaser, acting reasonably, of the release and discharge of all Encumbrances, if any, affecting any of the Company Assets;

(xv) a certificate of the Company in respect of its representations and warranties set out in Section 6.2 and in respect of its covenants and other obligations set out in this Agreement; and

(xvi) a certificate, executed by the Vendor confirming the matters set forth in 4.1(1)(a) and 4.1(1)(b), respectively.

(2) Each of the conditions set out in Section 4.1(1) is for the exclusive benefit of the Purchaser and the Purchaser may waive compliance with any such condition in whole or in part by notice in writing to the Vendor, except that no such waiver operates as a waiver of any other condition.

4.2 Conditions for the Benefit of the Attollo Parties.

(1) The Attollo Parties shall be obliged to complete the Transactions only if each of the following conditions precedent has been satisfied in full at or before the time of Closing on the Closing Date:

(a) all of the representations and warranties of the Purchaser made in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Closing Date with the same effect as if made on and as of the Closing Date (except as contemplated or permitted by this Agreement);

(b) the Purchaser shall have complied with or performed in all material respects all of the obligations, covenants and agreements under this Agreement to be complied with or performed by the Purchaser on or before the Closing Date;

(c) no Material Adverse Change shall have occurred with respect to the Purchaser during the Interim Period;

(d) there is no injunction or restraining order issued preventing, and no pending or threatened Proceeding, against any Party, for the purpose of enjoining or preventing, the completion of the Transactions or otherwise claiming that this Agreement or the completion of the Transactions is improper or would give rise to a Proceeding, under any Applicable Law or under any Contract; and

(e) the Purchaser has caused to be delivered to the Vendor the following:

(i) a certificate of good standing of the Purchaser;

(ii) a certified copy of the resolutions of the board of directors of the Purchaser authorizing the execution, delivery and performance of this Agreement and of all contracts, agreements, instruments, certificates and other documents required by this Agreement, including, in the case of the Purchaser, the issuance of the Consideration Shares to the Vendor;

(iii) a duly executed Consulting Agreement;

(iv) a letter from the Exchange conditionally approving the issuance and listing of the Consideration Shares, subject only to the satisfaction of customary post-issuance listing conditions and the terms and conditions of the Escrow Agreement;

(v) a DRS statement of the Purchaser showing the Vendor as the registered holder of the Consideration Shares and bearing the restrictive legends contemplated by this Agreement;

(vi) evidence satisfactory to the Vendor, acting reasonably, that the Purchaser has, or will have, at the time of Closing sufficient working capital to fund the operations of the Purchaser and the Company for the 36 months following Closing as evidenced by a financing commitment letter or current assets; and

(vii) a certificate of the Purchaser confirming the matters set forth in 4.2(1)(a) and 4.2(1)(b), respectively.

(2) Each of the conditions set out in Section 4.2(1) is for the exclusive benefit of the Attollo Parties and the Attollo Parties may waive compliance with any such condition in whole or in part by notice in writing to the Purchaser, except that no such waiver operates as a waiver of any other condition.

4.3 Conditions for the Benefit of the Parties.

(1) The Parties shall be obliged to complete the Transactions only if the following condition precedent has been satisfied in full at or before the time of Closing on the Closing Date:

(a) the Company, or an Affiliate of the Company, shall have entered into a binding definitive agreement with the **[Name Redacted – Commercially Sensitive Information]** or the **[Name Redacted – Commercially Sensitive Information]** (or an Affiliate of **[Name Redacted – Commercially Sensitive Information]** or the **[Name Redacted – Commercially Sensitive Information]**), as applicable, in form and substance satisfactory to the Vendor and the Purchaser, each acting reasonably, pursuant to which the Company has been granted the exclusive right to develop and construct the **[Project Redacted – Commercially Sensitive Information]** or the **[Project Redacted – Commercially Sensitive Information]**, as applicable (a "**Definitive Agreement**").

4.4 Waiver of Conditions of Closing. If any of the conditions set forth in Section 4.1(1) has not been satisfied, the Purchaser may elect in writing to waive the condition and proceed with the completion of the Transactions, or if any of the conditions in Section 4.2(1) has not been satisfied, the Attollo Parties may elect in writing to waive the condition and proceed with the completion of the Transactions, or if the condition precedent set forth in Section 4.3(1) has not been satisfied, all of the Parties may elect in writing to waive the condition and proceed with the completion of the Transactions. Any such waiver and election by the Purchaser, the Attollo Parties or all of the Parties, as the case may be, will only serve as a waiver of

the specific closing condition and the other Party or Parties, as the case may be, will have no liability with respect to the specific waived condition.

ARTICLE 5
TERMINATION RIGHTS

5.1 Termination Rights. On or prior to the Closing, this Agreement may be terminated by notice in writing by a Party or Parties to the other Party or Parties, as applicable:

(1) by mutual consent of the Purchaser and the Attollo Parties;

(2) by Purchaser, if:

(a) there has been a material breach of this Agreement by the Vendor or the Company that would give rise to the failure of any of the conditions specified in Section 4.1(1) or Section 4.3(1) and such breach has not been waived by the Purchaser in writing or cured within ten (10) Business Days by the Vendor or the Company following written notice of such breach by the Purchaser; or

(b) if any of the conditions set forth in Section 4.1(1) or Section 4.3(1) have not been satisfied or waived on or prior to December 31, 2025 (the "**Outside Date**"), or it becomes reasonably apparent that any of such conditions will not be satisfied on or before the Outside Date (in each case other than as result of the failure of Purchaser to perform any of its obligations under this Agreement) and Purchaser has not waived such conditions in writing on or prior to the Outside Date. The Outside Date shall be automatically extended by six (6) months if on December 31, 2025 the only condition remaining to be satisfied or waived is the condition set out in Section 4.3(1)(a) and the Parties (including the **[Name Redacted – Commercially Sensitive Information]** or the **[Name Redacted – Commercially Sensitive Information]**, as applicable) are actively engaged in good faith negotiations to conclude and enter into a Definitive Agreement.

(3) by the Attollo Parties, if:

(a) there has been a material breach of this Agreement by Purchaser that would give rise to the failure of any of the conditions specified in Section 4.2(1) or Section 4.3(1) and such breach has not been waived by the Attollo Parties in writing or cured within ten (10) Business Days by Purchaser following written notice of such breach by the Attollo Parties; or

(b) if any of the conditions set forth in Section 4.2(1) or Section 4.3(1) have not been satisfied or waived on or prior to the Outside Date or it becomes reasonably apparent that any of such conditions will not be satisfied by the Outside Date (in each case other than as result of the failure of the Vendor or the Company to perform any of its obligations under this Agreement) and Attollo Parties have not waived such condition in writing on or prior to the Outside Date. The Outside Date shall be automatically extended by six (6) months if on December 31, 2025 the only condition remaining to be satisfied or waived is the condition set out in Section 4.3(1)(a) and the Parties (including the **[Name Redacted – Commercially Sensitive Information]** or **[Name Redacted – Commercially Sensitive Information]**, as applicable) are actively engaged in good faith negotiations to conclude and enter into a Definitive Agreement.

5.2 Effects of Termination. A Party's right of termination pursuant to Section 5.1 is in addition to any other rights it may have under this Agreement (including rights to seek indemnification for breaches, defaults or violations of the representations, warranties or covenants) or otherwise, and the exercise of a right of termination will not constitute an election of remedies. Upon termination of this Agreement pursuant to this Article 5, the Parties will be released from all future obligations under this Agreement, other than their obligations under this Section 5.2 (*Effects of Termination*), Section 11.1 (*Public Announcements*), and Section 11.2 (*Disclosure and Consultation*) which will survive any termination of this Agreement and provided however that, other than as set out in Section 5.1, the termination of this Agreement will not relieve any Party from any liability for any wilful breach of this Agreement occurring prior to termination.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties Regarding the Vendor. The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on these representations and warranties in connection with the purchase of the Purchased Shares:

(1) Organization and Status. It is a company duly incorporated and organized, and is validly subsisting, under the laws of British Columbia and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction.

(2) Power. It has all necessary power and authority to own or lease or dispose of its undertakings, property and assets (including the Purchased Shares), to enter into this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by it, and to perform its obligations hereunder and thereunder.

(3) Authorization. All necessary action has been taken by it or on its part to authorize its execution and delivery of this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder.

(4) Enforceability. This Agreement and each of the contracts, agreements and instruments required hereunder have been duly executed and delivered by it and (assuming due execution and delivery by the other Parties) is a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar 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.

(5) Ownership of Purchased Shares. It is (and following the Attollo Pre-Closing Reorganization it will be) the registered and sole beneficial owner of the Purchased Shares, free and clear of all Encumbrances, other than the restrictions on transfer provided for in the Constating Documents of the Company.

(6) No Other Agreements to Purchase. No Person other than the Purchaser has any written agreement that is binding and enforceable against the Vendor, or any right or privilege in writing capable of becoming an agreement that will be binding and enforceable against the Vendor for the purchase from the Vendor of any of the Purchased Shares.

(7) Absence of Conflict. The execution, delivery and performance by it of this Agreement and the completion of the Transactions will not (whether after the passage of time or giving notice or both) result in:

(a) the breach or violation of any of the provisions of, or constitute a default under, or give any Person the right to seek or cause a termination, cancellation, amendment or renegotiation of any Contract to which it is a party or by which any of its undertakings, property or assets is bound or affected; or

(b) the breach or violation of any of the provisions of, or constitute a default under, or conflict with any of its obligations under:

(i) any provision of its Constating Documents or resolutions of its board of directors (or any committee thereof) or shareholders;

(ii) any judgment, decree, order or award of any Governmental Authority having jurisdiction over it;

(iii) any Approval issued to it or held by it or held for the benefit of or necessary to the ownership of any of the Purchased Shares; or

(iv) any Applicable Law,

other than, in the case of subsection 6.1(7)(b)(ii) and 6.1(7)(b)(iv) only, any breaches or violations that would not be reasonably expected to have a Material Adverse Effect.

(8) Litigation. There are no Proceedings (whether or not purportedly on its behalf) pending or outstanding or, to its knowledge, threatened against it which could affect the Purchased Shares or its ability to perform its obligations under this Agreement. To its knowledge there is not any factual or legal basis on which any such Proceeding might be commenced with any reasonable likelihood of success.

(9) Residence. It is not a non-resident of Canada for purposes of the Tax Act.

(10) No Finder's Fees. The Vendor has not taken, and will not take, any action that would cause the Purchaser to become liable to any claim for a brokerage commission, finder's fee, or other similar arrangement in respect of the Transactions.

6.2 Representations and Warranties Regarding the Company. The Company and the Vendor jointly and severally represent and warrant to the Purchaser as follows and each acknowledges that the Purchaser is relying on these representations and warranties in connection with its purchase of the Purchased Shares:

(1) Organization and Status. The Company is duly incorporated and organized, and is existing, under the laws of British Columbia. The Company is duly registered, licensed or qualified as an extra-provincial or foreign corporation, is in good standing and up-to-date in the filing of all corporate and similar returns, under the laws of the jurisdictions in which the nature of the Acquired Business or its assets requires it to be registered.

(2) Corporate Power; Authorization. The Company has (i) all necessary corporate power and authority to own or lease the Company Assets and to carry on the Acquired Business; and (ii) all requisite corporate power to perform its obligations under this Agreement. All necessary corporate acts or proceedings required to be taken by the Company to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder have been properly taken.

(3) Authorized and Issued Capital. Schedule 6.2(3) sets out the authorized and issued shares of the Company as of the date hereof and as of immediately prior to Closing (following completion of the Attollo Pre-Closing Reorganization). All of the shares indicated in Schedule 6.2(3) are the only issued and outstanding shares of the Company and have been validly issued and are outstanding as fully paid and non-assessable shares. There are no shareholders agreements, voting trusts, pooling agreements or other Contracts, arrangements or understandings in respect of the ownership or voting of any of the shares of the Company to which the Company or the Vendor is a party.

(4) Options & Warrants. No Person has any written agreement, right or option, present or future, contingent, absolute or capable that is binding on and enforceable against the Company or any right or privilege in writing capable of becoming an agreement that will be binding on and enforceable against the Company, including convertible securities, warrants or convertible obligations of any nature, for the purchase, redemption, subscription, allotment or issuance of any issued or un-issued shares or other securities of the Company.

(5) Absence of Conflict. The completion of the Transactions will not (whether after the passage of time or notice or both) result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with any of the obligations of the Company under:

(a) any provision of its Constating Documents or resolutions of its board of directors (or any committee thereof) or shareholders;

(b) any judgment, decree, order or award of any Governmental Authority having jurisdiction over the Company;

(c) any Approval issued to, or held by, the Company or held, for the benefit of or necessary to the operation of, the Company or the Acquired Business; or

(d) any Applicable Law,

other than, in the case of subsections 6.2(5)(b) or 6.2(5)(d) only, any breaches or violations that would not reasonably be expected to have a Material Adverse Effect.

(6) Sole Purpose Entity. Since the date of its incorporation and prior to entering into the Contribution Agreement, which shall occur prior to the Closing Date, the Company has never carried on any business and never held any property or assets or any interests therein of any nature or kind whatsoever. Since the date of its incorporation, the Company has not conducted any activity other than entering into the Contribution Agreement to carry on the Acquired Business. The Closing Date Balance Sheet will be true and accurate in all respects on the Closing Date and, other than as reflected therein, the Company has no Current Assets, no Current Liabilities, and no right, title or interest in or to any assets nor any operations,. The Company does not have any outstanding Indebtedness or Liabilities of any nature required to be recorded in the financial Books and Records. The Company does not own, lease, or have any interest in or obligations pursuant to any real or personal property.

(7) No Subsidiaries. The Company does not own or hold, directly or indirectly, any Equity Interests in any Person or maintain any joint venture interests and the Company does not have any binding and enforceable agreement, undertaking or commitment to acquire or lease any other business operations.

(8) Title to and Sufficiency of Assets. The Company is the sole owner of the Company Assets, free and clear of any and all Encumbrances, and the Company Assets held by the Company will, at Closing, be sufficient to permit the Company to pursue the Acquired Business, and, for greater certainty, at the Effective Time, neither the Vendor nor any of its Affiliates will own or otherwise have rights to any of the Company Assets used in the operation of the Acquired Business. There is no Contract, agreement, option or other right or privilege outstanding in favour of any Person other than the Company for the purchase of the Acquired Business or of any of the Company Assets.

(9) Privacy Law. The Company is in material compliance with all applicable data protection or privacy law in connection with the collection, use and disclosure of Personal Information by the Company.

(10) No Default Under Contracts. At the Closing, the Company will not be a party to or bound by any Contracts or any (i) trust indenture, mortgage, hypothec, promissory note, debenture, loan agreement, guarantee or other binding legal instrument; or (ii) guarantees, indemnities, assumptions, endorsements or contingent or indirect obligations with respect to the Liabilities of any other Person (including any obligation to service the debt of or otherwise acquire an obligation of another Person or to supply funds to, or otherwise maintain any working capital or other balance sheet condition of any other Person). At the Closing, the Company will have performed all obligations required to be performed by the Company under any Contract it is party to, and is entitled to all benefits under and, is not in default or alleged to be in default of, any Contract to which the Company is a party.

(11) Compliance with Anti-Corruption Laws. Neither the Company, nor, to the knowledge of the Company, any of its Representatives or joint venture partners, in carrying out or representing the Acquired Business anywhere in the world, has violated the *Corruption of Foreign Public Officials Act* (Canada), the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, or any other Applicable Law regarding anti-corruption in any other jurisdiction where the Acquired Business is carried on.

(12) Books and Records. The Company has made available for review by the Purchaser all Books and Records. The Books and Records are not recorded, stored, maintained, operated or otherwise dependent on or held by any means (including any electronic, mechanical or photographic process, whether computerized or not), which are not or will not be available to the Company in the Ordinary Course at Closing.

(13) Corporate Records. The minute books of the Company have been maintained in accordance with Applicable Law and contain true, accurate and complete records of all of its Constating Documents and of every material meeting, resolution and corporate action taken by the shareholders, the board of directors and every committee of either of them. No material meeting of shareholders, the board of directors or any committee of either of them has been held for which true, accurate and complete minutes have not been prepared and are not contained in those minute books. The share certificate book, register of shareholders, register of directors and officers, securities register and register of transfer of the Company are true, accurate and complete.

(14) Bankruptcy. The Company has not proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, taken any proceeding to have a receiver appointed over any part of its assets, had any encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon its property.

(15) Absence of Changes. Since the date of its incorporation, the Company has not:

(a) amended its Constating Documents filed in connection with the creation, formation, or organization of the Company;

(b) suffered any adverse change, event, development, effect, condition, occurrence or state of circumstances (or combination of the foregoing) which has or would reasonably be likely to have, individually or in the aggregate, a Material Adverse Change;

(c) suffered any damage, destruction or loss, development or condition, of any character (whether or not covered by insurance) which is not generally known, or which has not been disclosed to the Purchaser, which has or would reasonably be expected to have a Material Adverse Effect;

(d) other than the shares issued to the Vendor on incorporation and the shares issued to the Vendor as part of the Attollo Pre-Closing Reorganization, issued or sold any shares or other securities or issued, sold or granted any option, warrant or right to purchase any of its shares or other securities or issued any security convertible into its shares, granted any registration rights or otherwise made any change to its authorized or issued share capital;

(e) granted, paid, discharged or satisfied any Encumbrance, Liabilities or Indebtedness;

(f) terminated, cancelled, modified or amended in any material respect or received notice or a request for termination, cancellation, modification or amendment of any Contract or taken or failed to take any action that would entitle any party to a Contract to terminate, modify, cancel or amend it;

(g) declared, set aside or paid any dividend or made any other distribution with respect to any shares in the authorized share structure of the Company or redeemed, repurchased or otherwise acquired, directly or indirectly, any such shares;

(h) other than as part of the Attollo Pre-Closing Reorganization and as contemplated by this Agreement, entered into a Contract or any other transaction;

(i) cancelled or waived any debt, claim, or other right with a value to the Company;

(j) made any individual capital expenditures or commitments; or

(k) (A) made, changed or revoked any Tax election, (B) changed any annual Tax accounting period, (C) amended any Tax Return, (D) surrendered any claim for a refund of Taxes, (E) settled or compromised any claim, assessment or other dispute in respect of Taxes, or (F) made any change in the accounting, policies, practices, methods, costing or tax practices followed by the Company.

(16) Taxes.

(a) The Company has prepared and filed when due with each relevant Governmental Authority all Tax Returns required to be filed by or on behalf of it in respect of any Taxes. All such Tax Returns are correct and complete in all respects, and no material fact has been omitted therefrom. No extension of time in which to file any such Tax Returns is in effect. No

Governmental Authority has asserted that the Company is required to file Tax Returns or pay any Taxes in any jurisdiction where it does not do so.

(b) The Company has provided to the Purchaser true, complete and accurate copies of all Tax Returns filed by the Company and all working papers and all communications to or from all Governmental Authorities relating to any such Tax Returns and to any such Taxes of the Company for any such taxation years. No notices of determination of loss from the CRA to the Company have been requested by or issued to the Company. The Company has not requested, received or entered into any advance Tax rulings or advance pricing agreements from or with any Governmental Authority.

(c) The Company has paid in full and when due all Taxes required to be paid by it, whether or not such Taxes are shown on a Tax Return or on any assessments or reassessments.

(d) No assessments or reassessments of the Taxes of the Company are currently the subject of an objection or appeal, no audit by any Governmental Authority of the Company is currently ongoing and there are no outstanding issues which have been raised and communicated to the Company by any Governmental Authority. Neither the Vendor nor the Company has received any indication from any Governmental Authority that an audit, assessment or reassessment of the Company is proposed in respect of any Taxes, regardless of its merits. The Company has not executed or filed with any Governmental Authority any agreement or waiver extending the period for assessment, reassessment or collection of any Taxes. No Governmental Authority has challenged or disputed a filing position taken by the Company in any Tax Return. The Company is not negotiating any final or draft assessment or reassessment in respect of Taxes with any Governmental Authority.

(e) The Company has withheld from each payment made to any Person, including any of its present or former Employees, officers and directors, and all Persons who are or are deemed to be non-residents of Canada for purposes of the Tax Act, all amounts required by Applicable Law to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Governmental Authority. The Company has remitted all Canada Pension Plan contributions, provincial pension plan contributions, employment insurance premiums, employer health taxes and other Taxes payable or required to be withheld and remitted by it in respect of the Employees to the appropriate Governmental Authority within the time required under Applicable Law. The Company has not received any requirement from any Governmental Authority pursuant to section 224 of the Tax Act which remains unsatisfied in any respect.

(f) The Company has charged, collected and remitted on a timely basis all Taxes as required under any Applicable Law on any sale, supply or delivery whatsoever, made by it, and is validly registered as a vendor with the relevant Governmental Authorities for the collection of such Taxes. All input tax credits, refunds, rebates and similar adjustments of Taxes claimed by the Company has been validly claimed and correctly calculated as required by Applicable Law, and the Company has retained all documentation prescribed by Applicable Law to support such claims. Where applicable, the Company (i) has obtained all required information and documentation to support any zero-rating treatment of its supplies, and (ii) has been furnished with valid exemption certificates or their equivalent and has retained all such records and supporting documents in the manner required by Applicable Law.

(g) The Company has maintained and continues to maintain at its place of business in Canada all records and books of account required to be maintained under the Tax Act, the ETA and any comparable Applicable Law of any province or territory in Canada, including Applicable Laws relating to sales and use taxes.

(h) The terms and conditions made or imposed in respect of every transaction (or series of transactions) between the Company and any Person that is (x) a non-resident of Canada for purposes of the Tax Act, and (y) not dealing at arm's length with the Company for purposes of the Tax Act, do not differ from those that would have been made between persons dealing at arm's length for purposes of the Tax Act.

(i) The Company has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act with respect to all material transactions between it and any non-resident of Canada with whom it was not dealing at arm's length for purposes of the Tax Act.

(j) The Company is not party to or bound by any tax sharing agreement, tax indemnity obligation in favour of any Person or similar agreement in favour of any Person with respect to Taxes (including any advance pricing agreement or other similar agreement relating to Taxes with any Governmental Authority). Without limiting the generality of the foregoing, the Company has not entered into an agreement contemplated in section 80.04 or 191.3, or subsection 18(2.3), 127(13) to (17), 127(20) or 125(3) of the Tax Act or any analogous provision of any comparable Applicable Law of any province or territory of Canada.

(k) The Company will not be required to include in a taxable period ending after the Closing any amount of net taxable income (after taking into account deductions claimed for such a period that relate to a prior period) attributable to income that accrued, or that was required to be reported for financial accounting purposes, in a prior taxable period but that was not included in taxable income for that or another prior taxable period.

(l) There are no transactions or events that have resulted, and no circumstances existing, which could result in the application to the Company of sections 80, 80.01, 80.02, 80.03, 80.04 of the Tax Act or any analogous provision of any comparable Applicable Law of any province or territory of Canada.

(m) The Company has not incurred any deductible outlay or expense owing to a Person not dealing at arm's length (for purposes of the Tax Act) with the Company the amount of which would, in the absence of an agreement filed under paragraph 78(1)(b) of the Tax Act, be included in the Company's income for Canadian income tax purposes, as the case may be, for any taxation year or fiscal period beginning on or after the Closing Date under paragraph 78(1)(a) of the Tax Act or any analogous provision of any comparable Applicable Law of any province or territory of Canada. The Company has not made any payments and the Company is not obligated to make any payment that may not be deductible by virtue of section 67 of the Tax Act.

(n) All transactions (including, for greater certainty, the Attollo Pre-Closing Reorganization) between the Vendor or the Company, on the one hand, and any Person with whom the Vendor or the Company was not dealing at arm's length during a taxation year ending before the Closing Date, on the other hand, were priced in accordance with the provisions

of section 69 of the Tax Act or any analogous provision of any comparable Applicable Law of any province or territory of Canada.

(o) The Company has not acquired property from a Person not dealing at arm's length (for purposes of the Tax Act) with it in circumstances that would result in the Company becoming liable to pay the Taxes of such Person under section 160 of the Tax Act or any analogous provision of any comparable Applicable Law of any province or territory of Canada.

(p) The Company has not made an "excessive eligible dividend designation" as defined in the Tax Act.

(q) With respect to the declaration and payment of all dividends on or prior to the Closing Date that were designated to be capital dividends (as provided pursuant to subsection 83(2) of the Tax Act), then (i) all such dividends so designated were recorded on Form T2054 (as prescribed under the regulations to the Tax Act) and which Form T2054 was filed with the relevant Governmental Authority (and any applicable provincial Governmental Authority) in the prescribed manner on or before the particular time on which any part of the dividend was paid; and (ii) as a consequence of the declaration of such capital dividends and the filing of the Form T2054, the Company is not subject to any Tax pursuant to the provisions of Part III of the Tax Act (and applicable provisions of a provincial Tax statute).

(r) The Company is not liable for Tax under Part VI.1 of the Tax Act (or equivalent provisions under any provincial Tax legislation) for the period ending on or before the Closing Date.

(s) The Company has not, at any time since the later of January 1, 2006 and the date of its incorporation, received or been deemed to receive any taxable dividend paid or deemed to be paid by a corporation resident in Canada (for purposes of the Tax Act).

(t) The Company has never had an obligation to file an information return pursuant to (i) sections 237.3, 237.4 or 237.5 of the Tax Act, or (ii) sections 1079.8.5 or 1079.8.6 of the *Taxation Act* (Quebec).

(17) Litigation. As of the date of this Agreement, there are no Proceedings including appeals and applications for review, in progress, or, to the Company's knowledge, threatened or pending against, or relating to the Company or any of its officers or directors in their capacity as such, or any of the Company's assets or title thereto, nor, to the Company's knowledge, has any event occurred that would reasonably be expected to establish any factual or legal basis on which any such Proceeding might be commenced with any reasonable likelihood of success and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Company or affecting any of its assets. There are no internal investigations or inquiries being conducted by the Company or any third party at the request of the Company concerning any conflict of interest, illegal activity, fraudulent or deceptive conduct or failure to comply with Applicable Law.

(18) Employment Matters. The Company has no, and has never had, any Employee Plans. David Negrin is not, and has never been, an Employee of the Company.

(19) No Finder's Fees. The Company has not taken any action that would cause the Purchaser to become liable to any claim for a brokerage commission, finder's fee or other similar arrangement in respect of the Transactions.

6.3 Representations and Warranties Regarding the Purchaser. The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on these representations and warranties in connection with the sale by the Vendor of the Purchased Shares:

(1) Organization and Corporate Power. The Purchaser is a corporation duly incorporated and organized, and is validly subsisting, under the laws of British Columbia and is up-to-date in the filing of all corporate and similar returns under the laws of British Columbia. The Purchaser has all necessary corporate power and authority to acquire the Purchased Shares in accordance with this Agreement, to enter into this Agreement and to perform its obligations hereunder.

(2) Authorization. All necessary corporate action has been taken by or on the part of the Purchaser to authorize its execution and delivery of this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder.

(3) Authorized Capital. The authorized capital of the Purchaser consists of an unlimited number of Purchaser Shares, of which 46,928,247 are issued and outstanding as of the date hereof. In addition, as of the date hereof, there were an aggregate of 4,638,000 Purchaser Shares issuable upon the exercise or vesting of 4,638,000 stock options of the Purchaser. Other than the foregoing, there are no other securities convertible into or exercisable for Purchaser Shares.

(4) Issuance of the Consideration Shares. All necessary corporate action has been taken by the Purchaser to validly issue the Consideration Shares as fully paid and non-assessable shares in the capital of the Purchaser and the Vendor will be at the Closing the registered holder of and will hold legal title to such Consideration Shares, free and clear of all Encumbrances whatsoever, other than the restrictions contained in the Escrow Agreement, the transfer and sale restrictions contained in Section 8.1, and the statutory four-month restrictions on transfer pursuant to National Instrument 45-102 – *Resale Restrictions*, applicable to such Consideration Shares.

(5) Reporting Issuer Status. The Purchaser is a reporting issuer not in default under the applicable Canadian Securities Laws of each of the Provinces of British Columbia, Alberta and Ontario.

(6) Listing. The Purchaser Shares are listed and posted for trading on the Exchange. The Purchaser is in compliance in all material respects with the rules and regulations of the Exchange. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of the Purchaser is pending, in effect or, to the knowledge of the Purchaser, has been threatened, or is expected to be implemented or undertaken, and the Purchaser is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to such order or restriction. As of the Closing Date, the Exchange has conditionally approved the listing of the Consideration Shares issuable in connection with the Transactions.

(7) Compliance with Laws. The Purchaser has complied with and is in compliance, in all material respects, with all Applicable Laws, including Canadian Securities Laws, have all material licences, permits, orders or approvals of, and has made all required registrations with, any Governmental Authority that are material to the conduct of its business and has not received any notice of any alleged material violation of any of such Applicable Laws, nor, to the knowledge of the Purchaser, is there any basis for a finding of any such breach of Applicable Law.

(8) Full Disclosure. As of their respective filing dates, each of the Purchaser Public Documents complied with the requirements of applicable Canadian Securities Laws in all material respects and none of the Purchaser Public Documents contained any untrue statement of a material fact or

omitted to state a material fact required to be stated therein, or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading, in each case other than those that would not be reasonably expected to have a Material Adverse Effect. Except for the entering into of this Agreement, there is no material change as of the date hereof relating to the Company which has occurred and with respect to which the requisite material change report has not been filed in accordance with applicable Canadian Securities Laws and made publicly available on SEDAR+. The Purchaser has not filed any confidential material change or other report or other document with any securities regulatory authorities, the Exchange or other self-regulatory authority which at the date hereof remains confidential.

(9) Enforceability. This Agreement has been duly executed and delivered by the Purchaser and (assuming due execution and delivery by the other Parties) is a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as that 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. Each of the contracts, agreements and instruments required by this Agreement to be delivered by the Purchaser will at the Closing have been duly executed and delivered by the Purchaser and (assuming due execution and delivery by the other parties thereto) will be enforceable against the Purchaser in accordance with its terms, except as that 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.

(10) Bankruptcy. The Purchaser is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada), nor any analogous law in the United States, and has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. The Purchaser has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of it or any of its undertakings, property or assets and no execution or distress has been levied on any of its undertakings, property or assets, nor have any proceedings been commenced in connection with any of the foregoing.

(11) Consents and Approvals. There is no requirement for the Purchaser to make any filing with or give any notice to any Governmental Authority or to obtain any Permit, as a condition to the lawful completion of the Transactions.

(12) Absence of Conflict. The execution, delivery and performance by the Purchaser of this Agreement and the completion of the Transactions will not (whether after the passage of time or notice or both) result in:

(a) The breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any of its obligations, under:

(i) any provision of its Constating Documents or resolutions of its board of directors (or any committee thereof) or shareholders;

(ii) any Approval issued to, held by or for the benefit of, the Purchaser; or

(iii) any Applicable Law

other than, in the case of subsection 6.3(12)(a)(iii) only, any breaches or violations that would not reasonably be expected to have a Material Adverse Effect.

(b) The requirement for any Approval from any creditor of the Purchaser.

(13) Litigation. There are no Proceedings against or affecting the Purchaser that may prevent the Purchaser from carrying out any of its material obligations and undertakings under this Agreement.

(14) Residence. The Purchaser is a "taxable Canadian corporation" within the meaning of the Tax Act.

(15) No Finder's Fees. The Purchaser has not taken, and will not take, any action that would cause the Vendor to become liable to any claim for a brokerage commission, finder's fee, or other similar arrangement in respect of the Transactions.

6.4 Survival of Representations, Warranties and Covenants of the Vendor. The representations, warranties and covenants of the Vendor contained in this Agreement survive Closing and continue for the benefit of the Purchaser notwithstanding the Closing or any investigation made by or on behalf of the Purchaser, provided:

(1) the representations and warranties set out in (i) Sections 6.1(1), 6.1(3), 6.1(4), 6.1(5), 6.1(7)(b)(iii) and 6.1(7)(b)(iv) with respect to the Vendor, and (ii) Sections 6.2(1), 6.2(2), 6.2(3), 6.2(5), 6.2(8), 6.2(10) and 6.2(19) with respect to the Company (collectively, the "**Vendor's Fundamental Representations**") survive and continue in full force and effect until but not beyond the date that is six (6) years following the Closing Date;

(2) the representations and warranties set out in Sections 6.1(9) and 6.2(16) survive Closing and continue in full force and effect until, but not beyond, the 90th day after the relevant Governmental Authorities are no longer entitled to assess or reassess the Vendor or the Company in respect of the Taxes in question, having regard, without limitation, to any waiver given before the Closing Date in respect of such Taxes;

(3) the remainder of the representations and warranties set out in Sections 6.1 and 6.2 survive Closing and continue in full force and effect until, but not beyond, the second anniversary of the Closing Date; and

(4) notwithstanding Sections 6.4(1) through 6.4(3) or anything herein to the contrary, a claim for any breach by the Vendor or the Company of any of the representations, warranties and covenants contained in this Agreement or in any contract, agreement, instrument, certificate or other document executed or delivered pursuant hereto involving fraud may only be made by the Purchaser within two (2) years following its discovery of such fraud.

6.5 Survival of the Representations, Warranties and Covenants of the Purchaser. The representations and warranties of the Purchaser and the covenants and other obligations of the Purchaser contained in this Agreement survive Closing and continue for the benefit of the Vendor notwithstanding the Closing, any investigation made by or on behalf of the Vendor, provided that:

(1) the representations and warranties set out in Sections 6.3(1), 6.3(2), 6.3(3), 6.3(4), 6.3(9), 6.3(12)(a)(ii), 6.3(12)(a)(iii) and 6.3(15) (the "**Purchaser Fundamental Representations**") survive and continue in full force and effect until but not beyond the date that is six (6) years following the Closing Date;

(2) the remainder of the representations and warranties set out in Section 6.3 survive Closing and continue in full force and effect, but not beyond, the second anniversary of the Closing Date; and

(3) notwithstanding Section 6.5(1) or anything herein to the contrary, a claim for any breach by the Purchaser of any of its representations, warranties and covenants contained in this Agreement or in any contract, agreement, instrument, certificate or other document executed or delivered pursuant hereto involving fraud may only be made by the Vendor within one (1) year following the Vendor's discovery of such fraud.

6.6 Termination of Liability. No Party or other Person is entitled to indemnification pursuant to this Agreement unless the Party or other Person has given written notice of its Claim for indemnification pursuant to Article 10, prior to the expiry of the relevant survival period prescribed by Sections 6.4 and 6.5 and in that event, only on and subject to the terms and conditions of and to the extent provided for in Article 10.

ARTICLE 7
PRE-CLOSING COVENANTS

7.1 Conduct of Business Before Closing.

(1) During the Interim Period, the Attollo Parties shall cause the Vendor to conduct the Attollo Business in the Ordinary Course and, without limiting the generality of the foregoing, Attollo Parties shall cause the Vendor to use commercially reasonable efforts to keep available the services of its employees and maintain good relations with, and the goodwill of, suppliers, customers, landlords, creditors, distributors and all other Persons having business relationships with it, subject to any exceptions expressly consented to by the Purchaser in writing.

(2) During the Interim Period, the Purchaser shall conduct its business in the Ordinary Course and, without limiting the generality of the foregoing, the Purchaser shall use commercially reasonable efforts to keep available the services of its employees and maintain good relations with, and the goodwill of, suppliers, customers, landlords, creditors, distributors and all other Persons having business relationships with it and to not take any affirmative action or omit to take any reasonable action within its control, which would cause a breach, default or violation of any representations, warranties or covenants of the Purchaser contained in this Agreement, subject to any exceptions expressly consented to by the Attollo Parties in writing.

7.2 Attollo Pre-Closing Reorganization.

(1) The Purchaser agrees that prior to the Closing Date, the Vendor shall, with the prior written consent of the Purchaser, acting reasonably, cause the Company to, consummate the Attollo Pre-Closing Reorganization, provided that such Attollo Pre-Closing Reorganization: (i) is duly authorized by all necessary actions in compliance with the terms or provisions of the Constating Documents of the applicable entity or entities; and (ii) is effected in compliance with all Applicable Laws.

(2) Prior to effecting the Attollo Pre-Closing Reorganization, the Vendor shall give the Purchaser timely opportunity to review and comment on all documentation relating to the Attollo Pre-Closing Reorganization and all such documentation shall be reasonably satisfactory to the Purchaser before the Attollo Pre-Closing Reorganization is effected, and shall consider in good faith and incorporate such reasonable comments made by the Purchaser and its Representatives.

7.3 Notice of Inaccurate Representation or Warranty.

Each Party shall promptly notify the other Parties, upon (i) any representation or warranty made by such Party contained in this Agreement becoming inaccurate in a material respect during the Interim Period; or (ii) such Party's knowledge that any such representation or warranty was materially inaccurate when it was made on the date of this Agreement. Any such notification will set out particulars of the inaccurate representation or warranty and details of any actions being taken by the applicable Party, as the case may be, to rectify the inaccuracy.

7.4 Satisfaction of Conditions.

Each Party shall take all such actions as are within its power to control and shall use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure the satisfaction of the conditions in Article 4. Each Party shall cooperate fully in the other Parties' efforts to satisfy the conditions in Article 4.

7.5 Execution of Definitive Agreement.

Each Party shall take all such actions as are within its power to control and shall use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure that a Definitive Agreement is entered into as soon as possible following the date hereof.

ARTICLE 8
POST-CLOSING COVENANTS

8.1 Restrictions on Transfer and Escrow.

(1) The Parties hereto acknowledge and agree that the Consideration Shares issued to the Vendor pursuant to this Agreement will be subject to the following escrow periods, contractual hold periods and bear legends, as follows:

(a) The Vendor acknowledges and agrees that it will be restricted from selling its issued Consideration Shares in accordance with the rules and policies of the Exchange and the Escrow Agreement, whereby, for greater certainty:

(i) 10% of the Consideration Shares will be immediately released from escrow and tradeable on the Closing Date;

(ii) 15% of the Consideration Shares will be released from escrow and tradeable on the first Business Day after the first anniversary of the Closing Date;

(iii) 15% of the Consideration Shares will be released from escrow and tradeable on the first Business Day after the second anniversary of the Closing Date;

(iv) 15% of the Consideration Shares will be released from escrow and tradeable on the first Business Day after the third anniversary of the Closing Date;

(v) 15% of the Consideration Shares will be released from escrow and tradeable on the first Business Day after the fourth anniversary of the Closing Date; and

(vi) the remaining 30% of the Consideration Shares will be released from escrow and tradeable on the first Business Day after the fifth anniversary of the Closing Date.

(b) The Consideration Shares are expected to be issued pursuant to the prospectus exemption in section 2.12 of National Instrument 45-106 – *Prospectus Exemption* and will be subject to a statutory four (4) month and one day restricted period commencing from the date on which such Consideration Shares are issued to the Vendor.

(c) In the event that any Consideration Shares remaining in escrow are surrendered by the Vendor pursuant to a Kadestone Indemnity Share Surrender in accordance with Section 10.9, the number of Consideration Shares to be released from escrow to the Vendor in accordance with Section 8.1(1)(a) and the terms and conditions of the Escrow Agreement shall be decreased in accordance with such Kadestone Indemnity Share Surrender and the terms and conditions of the Escrow Agreement.

8.2 Excluded Projects. The Purchaser acknowledges and agrees that the projects listed in Schedule 8.2 are or will be undertaken, if at all, by the Vendor with third party developers and the Vendor makes no representation or warranty that such projects are available for investment in by the Purchaser. Notwithstanding anything to contrary contained herein, the Attollo Parties hereby acknowledge that the Purchaser shall not be precluded from bidding on any Excluded Projects or other projects involving the **[Name Redacted – Commercially Sensitive Information]**, **[Name Redacted – Commercially Sensitive Information]** or **[Name Redacted – Commercially Sensitive Information]**, through their joint development company, **[Name Redacted – Commercially Sensitive Information]**, or otherwise.

8.3 Included Projects. The Purchaser further acknowledges that the Included Projects have not been, and may never be awarded to the Vendor, prior to the Closing Date, or the Purchaser or the Company, following the Closing Date, and that a Definitive Agreement may never be entered into. The Purchaser further acknowledges and agrees that, if the condition in Section 4.3(1)(a) is satisfied with respect to the **[Project Redacted – Commercially Sensitive Information]** and the Transactions close, but a Definitive Agreement is not entered into with respect to the **[Project Redacted – Commercially Sensitive Information]** after the Closing Date, or if the condition in Section 4.3(1)(a) is satisfied with respect to the **[Project Redacted – Commercially Sensitive Information]** and the Transactions close, but a Definitive Agreement is not entered into with respect to the **[Project Redacted – Commercially Sensitive Information]** after the Closing Date, or if any other Included Project is not awarded to the Purchaser, or is awarded to the Purchaser but a definitive agreement is not entered into with respect to such other Included Project, the Vendor may undertake the **[Project Redacted – Commercially Sensitive Information]**, the **[Project Redacted – Commercially Sensitive Information]** or such other Included Project, as the case may be, on its own or with third party developers or financiers; *provided*, *however*, that the Vendor may only undertake such Included Project (i) after a proposal with a financing condition has been made by the Vendor and the Purchaser and accepted by the **[Name Redacted – Commercially Sensitive Information]**, the **[Name Redacted – Commercially Sensitive Information]** or other applicable nation, as the case may be, and the Purchaser is unable to provide satisfactory evidence to the applicable nation of its ability to satisfy the financing condition within six (6) months of such proposal being accepted; (ii) after a proposal has been made by the Vendor and the Purchaser in respect of such Included Project and such proposal has been rejected by the applicable nation; or (iii) if the Purchaser has advised the Vendor that it is not interested in making a proposal or otherwise pursuing such Included Project.

8.4 Access to Books and Records. For a period of six (6) years from the Closing Date or for such longer period as may be required by Applicable Law, the Purchaser shall cause the Company to retain all original accounting Books and Records relating to the Company for the period ending prior to and including the Closing Date. So long as any such Books and Records are retained by the Purchaser pursuant to this

Agreement, the Vendor has the right to inspect and to make copies of them at any time during normal business hours and on reasonable notice.

8.5 Director and Officer Indemnities. For a period of at least six (6) years from the Closing Date, the Purchaser shall not permit the Company to amend, repeal or modify any provision in its by-laws relating to the exculpation or indemnification of former officers or directors, it being the intent of the Parties that the officers and directors of the Company prior to the Closing continue to be entitled to such exculpation and indemnification to the fullest extent permitted under Applicable Law.

8.6 Transaction Personal Information.

(1) Prior to the Closing, the Purchaser has used the Personal Information that has been disclosed by the Company to the Purchaser prior to the Closing (the "**Transaction Personal Information**") for the sole purposes of determining whether to proceed with, carry out and complete the Transactions.

(2) After the Closing, the Company and the Purchaser will each: (a) use and disclose the Transaction Personal Information in its custody or under its control solely for the same purposes for which the Transaction Personal Information was initially collected, permitted to be used or disclosed by the Company before the Closing; (b) protect the Transaction Personal Information in its custody or under its control using security safeguards appropriate to the sensitivity of the Transaction Personal Information; and (c) give effect to any withdrawal of consent by an individual regarding the use of their Transaction Personal Information.

(3) Within a reasonable period after the Closing, the Purchaser will, to the extent required by Privacy Laws and in form and substance reasonably acceptable to the Vendor, notify the individuals to whom the Transaction Personal Information relates that the Transactions contemplated by this Agreement have been completed and that their Personal Information has been disclosed to the Purchaser.

8.7 Vendor's Release. With effect as of the Effective Time, the Vendor hereby releases and forever discharges the Company, from any and all actions, causes of action, claims, demands, covenants, obligations, contracts, Liabilities, costs and damages, whether absolute or contingent and of any nature whatsoever, at law or in equity, past, present or future, which the Vendor, as a shareholder of the Company, now has or ever had or hereafter may have, against the Company, by reason of or in any way arising out of any cause, matter or thing whatsoever up to and inclusive of the date of this release and, including by reason of or in any way arising out of any claim for Indebtedness of the Company to the Vendor, participation in profits or earnings, dividends or other remuneration, except that this release does not apply to in rights in its capacity as an Employee, officer and/or director of the Company. The Vendor agrees not to make any claim, complaint or take any Proceeding, including third party Proceedings, against any Person with respect to any matters that have arisen between the Vendor and the Company, up to and inclusive of the Effective Time on which any claim could arise against the Company, as applicable, for contribution or indemnity or other relief, in respect of causes, matters or things which are released or forever discharged by the Vendor in this Section 8.7. The Vendor covenants, warrants and represents that it has not assigned to any Person any of the actions, causes of action, claims, suits, executions or demands which the Vendor is releasing in this Section 8.7.

8.8 Section 85 Elections. The Purchaser agrees that, if requested by the Vendor, the Purchaser shall make a joint election with the Vendor under subsection 85(1) of the Tax Act (and the equivalent provisions under the Applicable Law of any province or territory) with respect to the transfer of the Purchased Shares to the Purchaser hereunder. If any such election is to be made, the Vendor shall prepare a draft of the required election form, specifying an elected amount for the Purchased Shares determined in the sole

discretion of the Vendor and subject to the limitations set forth in the Tax Act. The Vendor shall provide a copy of such election form to the Purchaser at least 60 days prior to the deadline for filing such election form under the Tax Act (or applicable provincial or territorial Tax legislation, if applicable) (the "**Deadline**") and shall take into consideration any changes reasonably requested by the Purchaser at least 30 days prior to the Deadline, but in no case shall be required to make such changes to the election form. The Purchaser shall execute such election form prepared by the Vendor and return a copy to the Vendor at least 10 days before the Deadline, provided that a duly completed (apart from execution by the Purchaser) copy of the election form is delivered to the Purchaser at least 20 days prior to the Deadline and the Vendor had previously delivered a draft of such election form to the Purchaser in accordance with the foregoing sentence. The Purchaser shall have no obligations with respect to any such election other than to cause the election form to be executed and returned to the Vendor as described above and shall not have any responsibilities for any such election made pursuant to this Section 8.8, nor bear any Liability for any costs, expenses or Losses in respect of such election, including any costs, expenses or Losses that may be assessed against either Party as a result of the Vendor not filing such election within the prescribed time or in the prescribed manner and any errors or omissions contained in, or otherwise in respect of such election, and the Vendor shall indemnity the Purchaser against the same.

8.9 Company Budget. Promptly following Closing, the Purchaser and the Company shall agree on the Company's operating budget, which will contemplate an appropriate level of funding per month to cover the overhead of the Company and will reflect appropriate increases as work for the Included Projects progresses.

8.10 Post-Closing Transfers. If after Closing, the Vendor receives or otherwise comes to possess any interest, right or title in and to the Included Projects, whether at law or in equity, then the Vendor will promptly (i) give written notice, with reasonable detail, of that event to the Purchaser, and (ii) transfer, assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) all of such interest, right or title in and to the Included Projects to the Purchaser or its designated Affiliate at the Vendor's sole expense. Prior to any such transfer, the Vendor will hold such interest, right or title in and to the Included Projects in trust for the benefit of the Purchaser or its designated Affiliate. The Vendor will cooperate with the Purchaser and use its best efforts to set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 8.9.

ARTICLE 9
TAX MATTERS

9.1 Preparation and Filing of Tax Returns.

(1) The Vendor shall cause to be prepared at its sole cost and expense, and the Company shall file, all Tax Returns of the Company that relate to taxation periods commencing before and ending on or before the Closing Date and are not due for filing until after the Closing Date. The Purchaser shall co-operate fully with the Vendor with regard to, and make available to the Vendor in a timely fashion all information reasonably required for, the preparation of those Tax Returns. The Vendor shall prepare such Tax Returns on a basis consistent with Applicable Law and the Closing Date Balance Sheet. Notwithstanding the foregoing, in any such Tax Return, the Company shall not deduct any amount in the nature of a reserve or claim any Tax credit that would require the Company to include in a taxable period ending after the Closing any amount of income. The Vendor shall give the Purchaser an opportunity to review and comment on those Tax Returns, by providing copies of them to the Purchaser at least thirty (30) days in the case of an income Tax Return or ten (10) days in the case of any other Tax Return before they are required by Applicable Law to be filed. The Vendor shall reasonably consider all comments in respect of those Tax Returns received

from the Purchaser within fifteen (15) days in the case of an income Tax Return and five (5) days in the case of any other Tax Return of the Tax Returns' receipt by the Purchaser. However, the Vendor shall not be obligated to revise the Tax Returns to reflect any such comments.

(2) The Vendor shall pay (i) all Taxes of the Company in respect of any Pre-Closing Tax Period and (ii) for any Straddle Period, all Taxes of the Company allocable to the portion of the Straddle Period ending immediately prior to the Closing Date (as determined under Section 9.1(3)).

(3) In the case of any Straddle Period, the amount of Taxes allocable to the portion of the Straddle Period ending immediately prior to the Closing Date shall be:

(a) In the case of Taxes imposed on a periodic basis (such as real or personal property Taxes), the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction, the numerator of which is the number of calendar days in the Straddle Period prior to the Closing Date and the denominator of which is the number of calendar days in the entire relevant Straddle Period; and

(b) In the case of Taxes not described in (a) above (such as franchise Taxes, Taxes that are based upon or related to income or receipts, or Taxes that are based upon occupancy or imposed in connection with any sale or other transfer or assignment of property), the amount of any such Taxes shall be determined as if such taxable period ended immediately prior to the Closing Date.

9.2 Withholding. The Purchaser shall be entitled to deduct and withhold, or cause to be deducted and withheld, from any amount payable or deliverable to any Person under this Agreement or the transactions contemplated thereby, such amounts as the Purchaser determines is required or permitted to be deducted or withheld from such amount otherwise payable or deliverable under any provision of any Applicable Law, including in respect of Taxes, where such amounts are provided in a written notice to the Vendor prior to the Closing Date. To the extent that amounts are so withheld or deducted and paid over to the applicable Governmental Authority or the proceeds from the amounts withheld or deducted are paid over to the applicable Governmental Authority, such withheld or deducted amounts shall be treated for all purposes of this Agreement or the transactions contemplated thereby has having been paid to such Person. Notwithstanding any other provision of this Agreement, the Vendor shall indemnify and hold harmless the Purchaser Indemnitees from and against any Taxes and other Losses which may be suffered or incurred by any of the Purchaser Indemnitees with respect to or in connection with any failure to withhold, deduct or remit Taxes as required under Applicable Laws as a result of or in connection with this Agreement or the transactions contemplated thereby.

9.3 Notification Requirements. The Purchaser shall promptly forward to the Vendor all written notifications and other written communications from any Governmental Authority received by the Purchaser or the Company relating to Taxes of the Company for all Pre-Closing Tax Periods or Straddle Periods, and shall promptly inform the Vendor of any audit proposed to be undertaken and any adjustment proposed in writing to be made by any Governmental Authority in respect of a Pre-Closing Tax Period or Straddle Period. Notwithstanding the obligation of the Purchaser to give prompt notice as required above, the failure of the Purchaser to give that prompt notice does not relieve the Vendor of its obligations under this Article 9 except to the extent (if any) that the Vendor has been prejudiced thereby.

9.4 Cooperation Respecting Tax Matters. Each Party shall provide reasonable cooperation to the other Party and their counsel in respect of Tax matters arising under this Agreement ("**Tax Matters**"), including:

(a) providing prompt notice to the other Party in writing of any pending or threatened Tax audits or assessments of the Company for tax periods for which the other may have a Liability under this Agreement;

(b) providing the other Party and its counsel with draft copies of all filings, motions, applications, correspondence and other documents the Party defending the claim intends to file with or deliver to any Governmental Authority in connection with a Tax Matter at least 10 Business Days prior to the date on which such documents are filed or delivered and considering in good faith the comments of the other Party and its counsel regarding such filings, motions, applications, correspondence and other documents;

(c) promptly notifying the other Party of any communication the Party defending a Tax Matter receives from any Governmental Authority regarding such Tax Matter and providing the other Party with copies of all correspondence, filings or communications between such Party defending the claim, on the one hand, and any Governmental Authority or members of the staff of any Governmental Authority, on the other hand, in each case to the extent relating to any such Tax Matter; provided that the Purchaser shall in all cases have the right to attend any meetings or participate in other discussions (or have Purchaser's counsel attend or participate) with the staff of any Governmental Authority or such Governmental Authority's counsel;

(d) keeping the other Party and its counsel advised on a prompt and ongoing basis of the status of such Tax Matter and any material changes or developments with respect thereto and promptly and fully responding to all requests for information, questions and comments of the other Party and its counsel from time to time;

(e) making available to each other in a prompt fashion such data, documents and other information as may reasonably be required for the preparation and filing of all Tax Returns, or for the conduct of any Tax Matter, and preserving all such data, documents and information until the expiry of the limitation period under Applicable Law with respect to the taxation years or periods covered by such Tax Returns, or until a Final Determination has been made in respect of such Tax Matter, as the case may be; and

(f) promptly signing and delivering such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce) Taxes, or an exemption from (or an extension in respect of) an obligation to file Tax Returns.

9.5 Tax Elections.

(1) If it is determined that the Company made an "excessive eligible dividend designation", as defined in subsection 89(1) of the Tax Act, the Vendor hereby concurs (or shall cause the recipient of the relevant dividend to concur) in the making of an election under subsection 185.1(2) of the Tax in respect of the full amount thereof, 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 Tax Act.

(2) If it is determined that the Company has made an election under subsection 83(2) of the Tax Act in respect of the full amount of any dividend payable by it on shares of any class of its capital stock and the full amount of such dividend exceeded the amount of its "capital dividend account", as defined in the Tax Act, immediately before the dividend became payable, the Vendor hereby concurs (or shall cause the recipient of the relevant dividend to concur) in the making of an election under subsection 184(3) of the Tax Act in respect of such dividend.

9.6 Tax Return Changes after Closing. Except as required by Applicable Law or pursuant to the written consent of the Vendor, such consent not to be unreasonably withheld, the Purchaser agrees that it will not, and will not cause or permit the Company to make any election or deemed election or change any election, amend any Tax Return filed for a Pre-Closing Tax Period or take any position on any Tax Return that may result in an increase to the amount of any Taxes in respect of a Pre-Closing Tax Period or the portion of a Straddle Period ending immediately prior to the Closing Date, or the reduction of any deduction, credit or loss carry-over of the Company in respect of any Pre-Closing Tax Period or the portion of a Straddle Period ending immediately prior to the Closing Date.

9.7 Reportable and Notifiable Transactions. The Parties agree to reasonably cooperate in good faith to determine whether any Transactions set out in this Agreement or the Attollo Pre-Closing Reorganization, or any transaction that may be considered to be part of the same series of transactions as the Transactions set out in this Agreement or the Attollo Pre-Closing Reorganization, is a "reportable transaction" or a "notifiable transaction", each as defined in the Tax Act or is otherwise required to be reported to any applicable Governmental Authority, and if any such transaction is mutually determined to be required to be so reported, to cooperate to make any such report on a timely basis. Each Party represents and warrants that it is not aware, as at the date of this Agreement, of any "reportable transactions" or "notifiable transactions", each as defined in the Tax Act, which may be considered to be part of the same series of transactions as the Transactions set out in this Agreement or the Attollo Pre-Closing Reorganization. Notwithstanding the foregoing, no Party shall be under any obligation not to report a transaction that it determines, acting reasonably, to be subject to a reporting requirement pursuant to the Tax Act or any applicable analogous Applicable Law of any province or territory in Canada.

ARTICLE 10
INDEMNIFICATION

10.1 Definitions. In this Article 10:

(1) "**Claim**" means any act, omission or state of facts and any demand, action, investigation, inquiry, suit, proceeding, claim, assessment, judgment or settlement or compromise relating thereto which may give rise to a right of indemnification under this Agreement.

(2) "**Direct Claim**" means any Claim by an Indemnitee against an Indemnitor which does not result from a Third Party Claim.

(3) "**Indemnification Notice**" means written notice by an Indemnitee to the applicable Indemnitor or Indemnitors of a Third Party Claim or Direct Claim, as the case may be.

(4) "**Indemnitee**" means any Person entitled to indemnification under this Agreement.

(5) "**Indemnitees Representative**" means:

(a) in respect of the Purchaser Indemnitees, the Purchaser; and

(b) in respect of the Vendor Indemnitees, the Vendor.

(6) "**Indemnitor**" means any Party obligated to provide indemnification under this Agreement.

(7) "**Losses**" means in relation to any Person, whether or not involving a Third Party Claim, any Liabilities, Indebtedness, obligations, losses, damages, Claims, Taxes, assessments, fines, penalties, costs, fees and expenses suffered or incurred by such Person at law or in equity.

(8) "**Purchaser Indemnitees**" means the shareholders and Representatives of the Purchaser, and related Persons (including, for greater certainty, the Company after the Closing).

(9) "**Third Party Claim**" means any Claim asserted against an Indemnitee by any Person who is not a Party or an Affiliate of a Party.

(10) "**Vendor Indemnitees**" means the shareholders and the Representatives of the Vendor, and related Persons.

10.2 Indemnification by the Vendor.

(1) Subject to this Article 10, the Vendor shall indemnify and save harmless the Purchaser and, to the extent named or involved in any Third Party Claim, the Purchaser Indemnitees from, and shall pay to the Purchaser and the Purchaser Indemnitees, on demand, the amount of any and all Losses, as a result of, or arising out of or in connection with:

(a) any inaccuracy of or any breach of any representation or warranty made by the Vendor in Section 6.1 or the Vendor and the Company in Section 6.2;

(b) any breach or non-performance by the Vendor of any of its covenants or other obligations contained in this Agreement; and

(c) any Taxes or other Losses required to be paid by the Company (and any successor thereto) (i) in respect of a Pre-Closing Tax Period, or (ii) in respect of the portion of a Straddle Period ending immediately prior to the Closing Date (as determined under Section 9.1(3)), provided that the Purchaser and Purchaser Indemnitees shall not have any right to indemnification under this Agreement with respect to Taxes to the extent such Taxes result solely from transactions or actions taken by the Purchaser or any of its Affiliates after the Closing.

10.3 Indemnification by the Purchaser. In addition to any other indemnification provided by the Purchaser contained in this Agreement and subject to this Article 10, the Purchaser shall indemnify and save harmless the Vendor and, to the extent named or involved in any Third Party Claim, the Vendor Indemnitees from, and shall pay to the Vendor and the Vendor Indemnitees, on demand, the amount of any and all Losses as a result of or arising in connection with:

(a) any inaccuracy of or any breach of any representation or warranty made by the Purchaser in this Agreement or in any contract, agreement, instrument, certificate or other document delivered pursuant to this Agreement; and

(b) any breach or non-performance by the Purchaser of any covenant or other obligation contained in this Agreement or in any contract, agreement, instrument, certificate or other document delivered pursuant to this Agreement.

10.4 Thresholds and Limitations.

(1) Subject to this Section 10.4, the obligation of the Vendor to indemnify the Purchaser and the Purchaser Indemnitees pursuant to Section 10.2 (other than in respect of Indemnified Taxes) and the Purchaser's obligation to indemnify the Vendor and the Vendor Indemnitees pursuant to Section 10.3 are applicable only for such Losses suffered or incurred by the Purchaser and the Purchaser Indemnitees, on the one hand, or by the Vendor and the Vendor Indemnitees, on the other

hand, as applicable, which individually are in excess of $10,000 and if the aggregate of all such Losses is in excess of $200,000 (the "**Basket**").

(2) If the aggregate of all Losses incurred by the Purchaser and the Purchaser Indemnitees exceeds the Basket, the Vendor shall be obliged to indemnify the Purchaser and the Purchaser Indemnitees for the aggregate amount of those Losses in excess of the Basket in accordance with the terms of this Article 10. Notwithstanding the preceding sentence, the Vendor shall be obliged to indemnify the Purchaser and the Purchaser Indemnitees for the aggregate amount of Losses in respect of Indemnified Taxes, even if such amount(s) does not exceed the Basket.

(3) If the aggregate of all Losses incurred by the Vendor and the Vendor Indemnitees exceeds the Basket, the Purchaser shall be obliged to indemnify the Vendor and the Vendor Indemnitees for the aggregate amount of those Losses in excess of the Basket in accordance with the terms of this Article 10.

10.5 Limitations to Liability.

(1) The maximum Liability of the Vendor for Losses pursuant to Section 10.2(1)(a) (other than in respect of Vendor's Fundamental Representations and the representations and warranties set out in Sections 6.1(9) and 6.2(16)), shall not exceed ten percent (10%) of the Purchase Price (the "**Indemnity Cap**").

(2) The maximum Liability of the Vendor for Losses pursuant to Section 10.2(1)(c) in respect of the representations and warranties set out in Sections 6.1(9) and 6.2(16) shall not exceed the Purchase Price.

(3) The maximum Liability of the Vendor for Losses pursuant to Section 10.2(1)(a) in respect of Vendor's Fundamental Representations or in respect of any inaccuracy or breach of a representation or warranty involving fraud, and Section 10.2(1)(b) shall not exceed the Purchase Price.

(4) The maximum aggregate Liability of the Vendor for Losses pursuant to 10.2(1) shall not exceed the Purchase Price.

(5) The maximum aggregate Liability of the Purchaser for Losses pursuant to Section 10.3(a) (other than in respect of Purchaser Fundamental Representations), shall not exceed the Indemnity Cap. The maximum aggregate Liability of the Purchaser for Losses pursuant to Section 10.3(a) in respect of Purchaser Fundamental Representations or in respect of any inaccuracy or breach of a representation or warranty involving fraud, and Section 10.3(b) shall not exceed the Purchase Price.

10.6 Notice of Claim.

(1) An Indemnitee, promptly on becoming aware of any circumstances that have given or could give rise to a Third Party Claim or a Direct Claim, shall give an Indemnification Notice of those circumstances to its Indemnitees Representative and to the applicable Indemnitor. The Indemnification Notice will specify whether the Losses arise as a result of a Third Party Claim or a Direct Claim, and will also specify with reasonable particularity (to the extent the information is available) the factual basis for the Claim and the amount of the Losses, if known.

(2) The failure to give, or delay in giving, an Indemnification Notice does not relieve the Indemnitor of its obligations except and only to the extent of any prejudice caused to the Indemnitor by that failure or delay.

(3) Provided that the Indemnitee gives an Indemnification Notice of the Claim to the Indemnitor on or prior to the expiry of the applicable time period related to that representation and warranty or covenant, as the case may be, set out in Sections 6.4 and 6.5, Liability of the Indemnitor for that representation, warranty or covenant will continue in full force and effect until the Final Determination of that Claim.

10.7 Third Party Claims.

(1) The Indemnitor has the right, by notice to the applicable Indemnitees Representative given not later than thirty (30) days after receipt of the Indemnification Notice, to assume control of the defence, compromise or settlement of the Third Party Claim; provided that the Indemnitor may not assume control of the defence, compromise or settlement of a Third Party Claim if:

(a) where such Third Party Claim relates to Taxes, such claim does not relate exclusively to Taxes in respect of a Pre-Closing Tax Period;

(b) the Indemnitor is also a party to the Third Party Claim and the Indemnitee determines in good faith that joint representation would be inappropriate;

(c) the amount of Losses claimed, together with all Losses previously paid, are not reasonably expected to exceed the maximum amount recoverable from the Indemnitor pursuant to Section 10.4; or

(d) the Third Party Claim seeks relief against the Indemnitee other than monetary Losses.

(2) On the assumption of control by the Indemnitor, the Indemnitor is deemed to have acknowledged that the Third Party Claim is within the scope of, and is subject to, the indemnification pursuant to this Article 10, and:

(a) the Indemnitor will actively and diligently proceed with the defence, compromise or settlement of the Third Party Claim at the Indemnitor's sole cost and expense, including the retaining of counsel reasonably satisfactory to the Indemnitees Representative;

(b) the Indemnitor will keep the Indemnitees Representative fully advised with respect to the defence, compromise or settlement of the Third Party Claim (including supplying copies of all relevant documents promptly as they become available) and will arrange for its counsel to inform the Indemnitees Representative on a regular basis of the status of the Third Party Claim;

(c) the Indemnitee may retain separate co-counsel at its sole cost and expense and participate in the defence of the Third Party Claim (provided the Indemnitor shall continue to control that defence); and

(d) the Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim unless consented to by the Indemnitees Representative (which consent may not be unreasonably or arbitrarily withheld, delayed or conditioned).

(3) Provided all the conditions set forth in Section 10.7(1) are satisfied and the Indemnitor is not in breach of any of its obligations under Section 10.7(2), each of the Indemnitee and its Indemnitees Representative will, at the expense of the Indemnitor, co-operate with the Indemnitor and use its

best efforts to make available to the Indemnitor all relevant information in its possession or under its control (provided that it does not cause the Indemnitee or its Indemnitees Representative to breach any confidentiality obligations) and will take such other steps as are, in the reasonable opinion of counsel for the Indemnitor, necessary to enable the Indemnitor to conduct that defence, provided always that:

(a) no admission of fault may be made by or on behalf of the Purchaser or any Purchaser Indemnitee without the prior written consent of the Purchaser;

(b) no admission of fault may be made by or on behalf of the Vendor or any Vendor Indemnitee without the prior written consent of the Vendor; and

(c) the Indemnitee and its Indemnitees Representative are not obligated to take any measures which, in the reasonable opinion of the Indemnitee's legal counsel, could be prejudicial or unfavourable to the Indemnitee.

(4) If the Indemnitor does not give the relevant Indemnitees Representative the notice provided in Section 10.7(1), (i) any of the conditions in Section 10.7(1) are satisfied, or (ii) the Indemnitor breaches any of its obligations under Sections 10.7(2) or 10.7(3), the applicable Indemnitees Representative may assume control of the defence, compromise or settlement of the Third Party Claim as in its sole discretion may appear advisable, and is entitled to retain counsel as in its sole discretion may appear advisable, the whole at the Indemnitor's sole cost and expense. Any settlement or other Final Determination of the Third Party Claim will be binding on the Indemnitor subject to the right of the Indemnitor to dispute that an indemnification is required pursuant to this Agreement. The Indemnitor will, at its sole cost and expense, cooperate fully with the Indemnitee and its Indemnitees Representative and use its best efforts to make available to the Indemnitee and its Indemnitees Representative all relevant information in its possession or under its control and take such other steps as are, in the reasonable opinion of counsel for the Indemnitee, necessary to enable the Indemnitee to conduct the defence. The Indemnitor will reimburse the Indemnitee and its Indemnitees Representative promptly and periodically for the costs of defending against the Third Party Claim (including legal fees and expenses), and will remain responsible for any Losses the Indemnitee and its Indemnitees Representative may suffer resulting from, arising out of or relating to the Third Party Claim to the fullest extent provided in this Article 10.

10.8 Direct Claims. Following receipt of an Indemnification Notice in respect of a Direct Claim, the Indemnitor has sixty (60) days to make such investigation of the Direct Claim as is considered necessary or desirable. For the purpose of that investigation, the Indemnitee shall make available to the Indemnitor the information relied on by the Indemnitee to substantiate the Direct Claim, together with such information as the Indemnitor may reasonably request. If the Parties agree at or prior to the expiry of this sixty (60) day period (or prior to the expiry of any extension of this period agreed to by the Parties) as to the validity and amount of that Direct Claim, the Indemnitor shall immediately pay to the Indemnitee the full amount as agreed to by the Parties of the Direct Claim, failing which the matter shall be resolved in accordance with Section 11.11.

10.9 Payment in Consideration Shares. At the sole discretion of the Vendor, any payment to be made by the Vendor as an Indemnitor pursuant to this Article 10, except for a payment to be made by the Vendor pursuant to its obligations to indemnify the Purchaser pursuant to Section 10.2(1)(c) may be satisfied, in whole or in part, by the Vendor surrendering any Consideration Shares that, as of the date such payment is to be made, remain in escrow in accordance with Section 8.1(1) of this Agreement and the terms of the Escrow Agreement (a "**Kadestone Indemnity Share Surrender**"). The value of the Consideration Shares to be surrendered pursuant to the Kadestone Indemnity Share Surrender shall be the "Market Price" of the

Consideration Shares (as such term is defined in the policies of the Exchange) on the date that a payment is to be made by the Vendor to the Purchaser.

10.10 Tax Indemnification Events. Notwithstanding any other provision of this Agreement, but subject to the monetary thresholds and limits set out in Section 10.5(2), the following provisions shall apply in respect of any Direct Claim or Third Party Claim for Indemnified Taxes:

(1) In the case of a Claim that is a notice of assessment or reassessment, a notice of confirmation of an assessment or reassessment, a notice of garnishment, or a similar document in respect of any Indemnified Taxes, the Vendor shall, within fifteen (15) days of receipt of an Indemnification Notice, reimburse the applicable Indemnitee for an amount equal to (a) the full amount of such Indemnified Taxes in respect of which a Governmental Authority does actually take collection in respect of, or otherwise asserts in writing that such collection action may be taken in respect of, or (b) the full amount that has been garnished and applied towards any Indemnified Taxes, as applicable.

(2) Upon the occurrence of a Tax Indemnification Event, (i) to the extent that the total of the amounts previously paid by the Vendor in respect of the relevant Indemnified Taxes to the applicable Governmental Authority and to the applicable Indemnitee pursuant to Section 10.10(1) (if any) is less than the amount so determined to be the amount of the Indemnified Taxes, the Vendor shall forthwith (and, in any event, within fifteen (15) days of the time that the applicable Indemnitee notifies the Vendor of the occurrence of the Tax Indemnification Event) pay to such Indemnitee the amount of the Indemnified Taxes less the total of the amounts previously paid, and (ii) to the extent that the total of the amounts previously paid by the Vendor in respect of such Indemnified Taxes to the applicable Governmental Authority and to the applicable Indemnitee pursuant to Section 10.10(1) (if any) exceeds the amount so determined to be the amount of the Indemnified Taxes, such Indemnitee shall forthwith upon receipt or confirmation of any refund or credit of such Indemnified Taxes (and, in any event, within fifteen (15) days of the receipt or confirmation of such refund or credit) pay to the Vendor the amount of such refund or credit (including any interest paid or credited with respect thereto but net of any Taxes payable by the Indemnitee in respect of such refund, credit or interest).

10.11 Waiver. The Indemnitor waives any right it may have to require an Indemnitee to proceed against or enforce any other right, power, remedy or security or to claim payment from any other Person before claiming under the indemnity provided for in this Article 10. It is not necessary for an Indemnitee to incur expense or make payment before enforcing that indemnity.

10.12 Duty to Mitigate. Nothing in this Agreement in any way restricts or limits the general obligation under Applicable Law of an Indemnitee to mitigate any loss which it may suffer or incur by reason of a breach by an Indemnitor of any representation, warranty, covenant or obligation of the Indemnitor under this Agreement or in any contract, agreement, instrument, certificate or other document delivered pursuant to this Agreement.

10.13 Obligation to Reimburse.

(1) The Indemnitor(s) shall reimburse to the Indemnitee the amount of any Losses as of the later of (a) date that the Indemnitee incurs any such Losses and (b) the date of demand by the Indemnitee, together with interest thereon from that date until payment in full, at the rate per annum equal to the prime lending rate of Royal Bank of Canada from time to time, that payment being made without prejudice to the Indemnitor's right to contest the basis of the Indemnitee's Claim for indemnification.

(2) The amount of any and all Losses under this Article 10 are to be determined net of any amounts recovered or recoverable by the Indemnitee under insurance policies, indemnities, reimbursement arrangements or similar contracts with respect to those Losses. The Indemnitee shall take all appropriate steps to enforce that recovery. Each Party waives, to the extent permitted under its applicable insurance policies, any subrogation rights that its insurer may have with respect to any indemnifiable Losses.

10.14 Exclusivity. Unless otherwise provided in this Agreement or any contract, agreement, instrument, certificate or other document delivered pursuant to this Agreement, the provisions of this Article 10 constitute the sole remedy available to the Vendor and the Purchaser to any Claim for breach of covenants, representation, warranty or other obligation or provision of this Agreement or any contract, agreement, instrument, certificate or other document delivered pursuant to this Agreement (other than a Claim for specific performance or injunctive relief) and to any and all other indemnities provided in this Agreement or in any contract, agreement, instrument, certificate or other document delivered pursuant to this Agreement.

10.15 Trust and Agency. The Purchaser accepts each indemnity in favour of any of the Purchaser Indemnitees that is not a Party as agent and trustee of that Purchaser Indemnitee and may enforce any such indemnity in favour of that Purchaser Indemnitee on behalf of that Purchaser Indemnitee. The Vendor accepts each indemnity in favour of any of the Vendor Indemnitees as agent and trustee of that Vendor Indemnitee and may enforce any such indemnity in favour of that Vendor Indemnitee on behalf of that Vendor Indemnitee.

10.16 Adjustment to Purchase Price. Any payment made by the Vendor as an Indemnitor pursuant to this Article 10 shall constitute a dollar-for-dollar decrease of the Purchase Price and any payment made by the Purchaser as an Indemnitor pursuant to this Article 10 shall constitute a dollar-for-dollar increase in the Purchase Price.

10.17 Calculation of Losses. For the purposes of calculating the amount of Losses under this Article 10, the representations and warranties of the Parties contained in this Agreement or in any other agreement, certificate or instrument executed and delivered pursuant to this Agreement shall be deemed to have been made without qualifications as to materiality where the words or phrases "material", "immaterial", "in all material respects", "Material Adverse Change", "Material Adverse Effect" or words or phrases of similar import are used, such that the amount of Losses payable to an Indemnitee is not subject to any deduction in respect of amounts below the level of materiality stated in the relevant representation and warranty.

10.18 Arbitration. All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by a single arbitrator (the "**Arbitrator**") pursuant to the *Arbitration Act*, S.B.C. 2020, c. 2. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties. The Arbitrator shall determine who shall bear the costs of arbitration.

ARTICLE 11
GENERAL

11.1 Public Announcements. No Party shall make any public statement or issue any press release concerning the Transactions except as agreed by the Parties acting reasonably or as may be necessary, in the opinion of counsel to the Party making that disclosure, to comply with the requirements of all Applicable Law and the rules of the Exchange. If any public statement or release is so required, the Party making the disclosure shall consult with the other Parties before making that statement or release, and the Parties shall

use all reasonable efforts, acting in good faith, to agree on a text for the statement or release that is satisfactory to the Parties.

11.2 Disclosure and Consultation.

(1) Before any public statement or press release concerning the Transactions, no Party shall disclose this Agreement or any aspect of the Transactions except to its board of directors, its senior management, its legal, accounting, financial or other professional advisors, any financial institution contacted by it with respect to any financing required in connection with the Transactions and counsel to that institution, or as may be required by any Applicable Law or as agreed by the Parties.

(2) The Vendor and the Purchaser shall consult with each other concerning the manner by which the customers, suppliers and other Persons having dealings with the Company shall be informed of the Transactions.

11.3 Expenses. Each Party shall pay all expenses (including Taxes imposed on those expenses) it incurs in the authorization, negotiation, preparation, execution and performance of this Agreement and the Transactions, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

11.4 Best Efforts. In this Agreement, unless specified otherwise, an obligation of any Party to use its best efforts to obtain any Approval does not require the Party to make any payment to any Person for the purpose of procuring the Approval, except for payments for amounts due and payable to that Person, payments for incidental expenses incurred by that Person and payments required by any Applicable Law.

11.5 No Third Party Beneficiary. Except as provided for in Section 10.15, this Agreement is solely for the benefit of the Parties and no third party accrues any benefit, claim or right of any kind pursuant to, under, by or through this Agreement.

11.6 Entire Agreement. This Agreement together with the other Transaction Documents delivered at Closing constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and the other Transaction Documents and supersede all prior correspondence, agreements, negotiations, discussions and understandings, written or oral. Except as specifically set out in this Agreement or the other Transaction Documents, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, written or oral, statutory or otherwise, that form part of or affect this Agreement or the other Transaction Documents or which induced any Party to enter into this Agreement or the other Transaction Documents. No reliance is placed on any representation, warranty, opinion, advice or assertion of fact made either prior to, concurrently with, or after entering into, this Agreement or any other Transaction Document, or any amendment or supplement hereto or thereto, by any Party to this Agreement or any other Transaction Documents or its Representatives, to any other Party or its Representatives, except to the extent the representation, warranty, opinion, advice or assertion of fact has been reduced to writing and included as a term in this Agreement or that other Transaction Document, and none of the parties to this Agreement or any other Transaction Document has been induced to enter into this Agreement or any other Transaction Documents or any amendment or supplement by reason of any such representation, warranty, opinion, advice or assertion of fact. There is no Liability, either in tort or in contract, assessed in relation to the representation, warranty, opinion, advice or assertion of fact, except as contemplated in this Section 11.6.

11.7 Non-Merger. Except as otherwise provided in this Agreement, the covenants, representations and warranties set out in this Agreement do not merge but survive Closing and, notwithstanding such Closing or any investigation by or on behalf of a Party, continue in full force and effect. Closing does not prejudice

any right of one Party against another Party in respect of any remedy in connection with anything done or omitted to be done under this Agreement.

11.8 Time of Essence. Time is of the essence of this Agreement.

11.9 Amendment. This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each Party.

11.10 Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement is effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement operates as a waiver of that right. No single or partial exercise of any such right precludes any other or further exercise of that right or the exercise of any other right.

11.11 Jurisdiction. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the province of British Columbia sitting in Vancouver in respect of all disputes arising out of, or in connection with, this Agreement, or in respect of any legal relationship associated with it or derived from it.

11.12 Governing Law. This Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia, excluding the choice of law rules of that province.

11.13 Notices.

(1) Any notice, demand or other communication (in this Section 11.13, a "**notice**") required or permitted to be given or made under this Agreement must be in writing and is sufficiently given or made if:

(a) delivered in person and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;

(b) sent by prepaid courier service or (except in the case of actual or apprehended disruption of postal service) mail; or

(c) sent by electronic mail (a "**Transmission**");

in the case of a notice to the Vendor, addressed to it at:

Attollo Management Inc.
325 West 4th Avenue
Vancouver, BC V5Y 1H3

Attention: David Negrin
Email: **[Redacted – Personal Information]**

with a copy (not constituting notice) to:

Stikeman Elliott LLP
Suite 1700, 666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Michael Urbani
Email: **[Redacted – Personal Information]**

and in the case of a notice to the Purchaser, addressed to it at:

Kadestone Capital Corp.
c/o Blake, Cassels & Graydon LLP
Suite 3500, The Stack
Vancouver, British Columbia,
Canada V6E 4E5

Attention: Brent Billey, CEO
Email: **[Redacted – Personal Information]**

with a copy (not constituting notice) to:

Blake, Cassels & Graydon LLP
Suite 3500, The Stack
Vancouver, British Columbia,
Canada V6E 4E5

Attention: Steven McKoen, KC, and Kyle Misewich
Email: **[Redacted – Personal Information]** and **[Redacted – Personal Information]**

(2) Any notice sent in accordance with this Section 11.13 is deemed to have been received:

(a) if delivered prior to or during normal business hours on a Business Day in the place where the notice is received, on the date of delivery;

(b) if sent by mail, on the fifth (5) Business Day after mailing in the place where the notice is received, or, in the case of disruption of postal service, on the fifth (5) Business Day after cessation of that disruption;

(c) if sent by email during normal business hours on a Business Day in the place where the Transmission is received, on the same day that it was sent by Transmission; provided no error message is received in response thereto; or

(d) if sent in any other manner, on the date of actual receipt,

except that any notice delivered in person or sent by Transmission not on a Business Day or after normal business hours on a Business Day, in each case in the place where the notice is received, is deemed to have been received on the next succeeding Business Day in the place where the notice is received.

(3) Any Party may change its address for notice by giving notice to the other Parties.

11.14 Assignment. No Party may, without the written consent of the other Parties, assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement to any other Person.

11.15 Further Assurances. Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that any other Party may reasonably require, for the purposes of giving effect to this Agreement.

11.16 Severability. If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, that provision will, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other Parties or circumstances. The Parties shall engage in good faith negotiations to replace any provision which is so restricted, prohibited or unenforceable with an unrestricted and enforceable provision, the economic effect of which comes as close as possible to that of the restricted, prohibited or unenforceable provision which it replaces.

11.17 Successors. This Agreement is binding on, and enures to the benefit of, the Parties and their respective successors.

11.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including in a portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

[*Signature pages follow*]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

THE PURCHASER: **KADESTONE CAPITAL CORP.**

By: (signed) "*Brent Billey*"
Name: Brent Billey
Title: Chief Executive Officer

THE COMPANY: **STONE BRIDGE MANAGEMENT INC.**

By: (signed) "*David Negrin*"
Name: David Negrin
Title: Authorized Signatory

THE VENDOR: **ATTOLLO MANAGEMENT INC.**

By: (signed) "*David Negrin*"
Name: David Negrin
Title: Authorized Signatory

SCHEDULE A
INCLUDED PROJECTS

1. **[Project Redacted – Commercially Sensitive Information]**;

2. **[Project Redacted – Commercially Sensitive Information]**; and

3. WIP Projects

SCHEDULE 6.2(3)
SHARE CAPITAL

As of the date hereof, the Company is authorized to issue an unlimited number of Common Shares, of which the following are issued and outstanding:

Name of Shareholder	Number and Class of Shares
Attollo Management Inc.	1 Common Share

Following the Attollo Pre-Closing Reorganization, the Company will be authorized to issue an unlimited number of Common Shares, of which the following will be issued and outstanding:

Name of Shareholder	Number and Class of Shares
Attollo Management Inc.	1000 Common Shares

SCHEDULE 8.2
EXCLUDED PROJECTS

1. **[Project Redacted – Commercially Sensitive Information]**;

2. **[Project Redacted – Commercially Sensitive Information]**;

3. **[Project Redacted – Commercially Sensitive Information]**;

4. Any current or future projects jointly involving **[Name Redacted – Commercially Sensitive Information]**, **[Name Redacted – Commercially Sensitive Information]** and **[Name Redacted – Commercially Sensitive Information]**, through their joint development company, **[Name Redacted – Commercially Sensitive Information]**, or otherwise, in each case excluding the Company's interest in the Included Projects; and

5. Any current or future non-real estate development projects involving **[Name Redacted – Commercially Sensitive Information]** and/or **[Name Redacted – Commercially Sensitive Information]**, in each case excluding the Company's interest in the Included Projects.

EXHIBIT A
FORM OF RESTRICTIVE COVENANT AGREEMENT

(see attached)

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is dated _____, 202__.

BETWEEN:

DAVID NEGRIN, an individual residing in the City of Vancouver in the Province of British Columbia

("**Negrin**")

AND

ATTOLLO MANAGEMENT INC., a company incorporated under the laws of the Province of British Columbia

("**Attollo**", and together with Negrin, the "**Covenantors**")

AND

KADESTONE CAPITAL CORP., a company incorporated under the laws of the Province of British Columbia

(the "**Purchaser**")

RECITALS

A. The Purchaser and the Covenantors, among others, have entered into a purchase agreement dated August 29, 2025 (the "**Purchase Agreement**") pursuant to which the Purchaser has agreed to purchase from Attollo all of the issued and outstanding shares of Stone Bridge Management Inc. (the "**Company**") upon the terms and conditions contained in the Purchase Agreement (the "**Transaction**"). Capitalized terms used herein but not otherwise defined have the meaning ascribed to them in the Purchase Agreement.

B. Attollo is a company owned and controlled by Negrin engaged in the business of providing real estate consulting services encompassing all facets of a project including acquisition, management, development, construction, financing, administration and sale (the "**Existing Business**") which, prior to the Contribution Agreement, included the business of pursuing and developing the Included Projects.

C. In connection with the Transaction, Attollo and the Company, among others, have entered into that certain Contribution Agreement, pursuant to which Attollo has sold, contributed and transferred to the Company, and the Company has purchased from Attollo, free and clear of any Encumbrances, all of the Company Assets.

D. It is the intention of the Parties hereto that after the Closing Date, using the Company Assets, the Purchaser and its Affiliates, through the Company, will carry on the Existing Business with respect to the Included Projects (the "**Acquired Business**") in furtherance of the Purchaser Business.

E. Attollo is the sole shareholder of the Company and, as such, is the Vendor under the Purchase Agreement and will benefit from the Transaction.

F. The execution and delivery of this Agreement is a condition precedent to the obligation of the Purchaser to complete the Transaction.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto (each, a "**Party**" and collectively, the "**Parties**"), the Parties agree as follows:

ARTICLE 1

INTERPRETATION

(1) *Gender and Number*. In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(2) *Headings and Table of Contents*. The inclusion in this Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(3) *Section References*. Unless the context requires otherwise, references in this Agreement to Sections are to Sections of this Agreement.

(4) *Words of Inclusion*. Wherever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" will not be considered to set forth an exhaustive list.

(5) *References to this Agreement*. The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions will be construed as referring to this Agreement in its entirety and not to any particular section or portion of it.

(6) *Document References*. All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

(7) *Purchase Agreement Terms.* Capitalized terms used herein but not otherwise defined have the meaning ascribed to them in the Framework Agreement.

ARTICLE 2

NON-COMPETITION

2.1 Non-Competition by Covenantors. Subject to Section 2.4, the Covenantors will not, and will ensure that the Covenantors' Affiliates do not, without the prior written consent of the Purchaser, at any time within the period of three (3) years following the date of this Agreement (the "**Non-Competition Period**"), either individually or in partnership or jointly or in conjunction with each other or any Person, as principal, agent, consultant, lender, contractor, employer, employee, investor or shareholder, or in any other manner, directly or indirectly, advise, manage, carry on, establish, acquire control of, be engaged in, invest in or lend money to, guarantee the debts or obligations of, or permit the Covenantors' name or any part thereof to be used or employed by any Person that operates, is engaged in or has an interest in, a business anywhere within the Lower Mainland region of British Columbia (the "**Restricted Territory**") which competes with the Purchaser and its Affiliates with respect to the Acquired Business. Without limiting the

effect of the foregoing, competing with the Acquired Business includes directly or indirectly engaging in or permitting the solicitation or sale to any of the present customers of the Acquired Business of any services of the type sold by the Acquired Business as at the date of this Agreement.

2.2 Non-Solicitation. Subject to Section 2.4, during the Non-Competition Period, the Covenantors will not, and will ensure that the Covenantors' Affiliates do not, either individually or in partnership or jointly or in conjunction with any other Person, as principal, agent, consultant, contractor, employer, employee or in any other manner, directly or indirectly solicit business from any former or current customer or client of the Company for business in the Restricted Territory for the benefit or on behalf of any Person operating a business which competes with the Acquired Business or attempt to direct any such customer or client away from the Company or to discontinue or alter any one or more of their relationships with the Company.

2.3 Employees and Contractors. The Covenantors will not, and will ensure that its Affiliates do not, during the Non-Competition Period, without the prior written consent of the Purchaser, (1) induce any employee of the Company employed in the Acquired Business to leave such employment or offer to employ such employee, or (2) induce any contractor engaged by the Company to leave such engagement. The restriction in this Section 2.3 will not apply to the solicitation and employment of (i) any individual where contact with the Covenantors or their Affiliate is initiated by that individual in response to an advertisement published by the Covenantors or his Affiliate in a newspaper, magazine, trade publication or other publication or by electronic means, such as posting on the internet, and that is available to the general public or (ii) any individual that is a related person of the Covenantors, as defined in section 251(2)(a) of the *Income Tax Act* (Canada).

2.4 Exceptions.

(1) *Excluded Projects.* The restrictions set forth in this Agreement will not apply to activities undertaken by the Covenantors with respect to the Excluded Projects

(2) *Included Projects*. Provided that the Covenantors have each complied and is then each in compliance with its respective obligations under this Agreement and Section 8.3 of the Purchase Agreement, then, notwithstanding the foregoing, if an Included Project or any phase thereof is not awarded to the Purchaser, the Company or their respective Affiliates in any of the circumstances set forth in Section 8.3 of the Purchase Agreement, the Covenantors may pursue such Included Project, or phase thereof, on thirty (30) days advanced written notice to the Purchaser, at which point the subject Included Project or phase thereof shall be considered an Excluded Project under this Agreement, provided that, in each case, the Covenantors' breach of their respective legal obligations to the Purchaser under this Agreement or otherwise the Covenantors' did not in any way contribute or give rise to any fact or circumstance which lead to the Included Project, or phase thereof, not being awarded to the Purchaser, the Company or their respective Affiliates in any of the circumstances set forth in Section 8.3 of the Purchase Agreement.

(3) *Passive Investments.* Nothing in this Agreement will prevent the Covenantors or the Covenantors' Affiliates from purchasing as a passive investor up to 5% of the outstanding publicly traded shares or other securities of any class of any issuer listed on a recognized stock exchange.

2.5 Severability. Each provision of this Agreement will constitute a separate and distinct covenant and will be severable from all other such separate and distinct covenants contained in this Agreement. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

2.6 Remedies. The Covenantors acknowledges that a breach by any of them or any of the Covenantors' Affiliates of any of the covenants contained in this Agreement would result in damages to the Purchaser and that the Purchaser may not be adequately compensated for such damages by monetary award alone. Accordingly, the Covenantors agrees that in the event of any such breach, in addition to any other remedies available at law or otherwise, the Purchaser will be entitled as a matter of right to apply to a court of competent jurisdiction for relief by way of injunction, restraining order, decree or otherwise as may be appropriate to ensure compliance by the Covenantors and the Covenantors' Affiliates with the provisions of this Agreement. Any remedy expressly set out in this Agreement will be in addition to and not inclusive of or dependent upon the exercise of any other remedy available at law or otherwise.

2.7 Reasonableness of Restrictions. The Parties agree that all restrictions in this Agreement are necessary and fundamental to the protection of the Purchaser, the Purchaser's Business and the Acquired Business and are reasonable and valid. All defences to the strict enforcement of this Agreement against the Covenantors or any of the Covenantors' Affiliates are hereby waived.

ARTICLE 3

GENERAL

3.1 Notices.

(1) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by e-mail (return receipt requested) or other similar means of electronic communication, in each case to the applicable address set out below:

(a) if to the Covenantors, to:

Attollo Management Inc.
325 West 4th Avenue
Vancouver, BC V5Y 1H3

Attention: David Negrin
Email: **[Redacted – Personal Information]**

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

Stikeman Elliott LLP
Suite 1700, 666 Burrard Street
Vancouver, BC V6C 2X8
Attention: Michael Urbani
Email: **[Redacted – Personal Information]**

(b) if to the Purchaser, to:

Kadestone Capital Corp.
c/o Blake, Cassels & Graydon LLP
Suite 3500, The Stack
Vancouver, British Columbia,

Canada V6E 4E5

Attention: Brent Billey, CEO
Email: **[Redacted – Personal Information]**

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

Blake, Cassels & Graydon LLP
Suite 3500, The Stack
Vancouver, British Columbia,
Canada V6E 4E5

Attention: Steven McKoen, KC, and Kyle Misewich
Email: **[Redacted – Personal Information]** and **[Redacted – Personal Information]**

(2) *Deemed Delivery of Notice.* Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 4:30 p.m. on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail will be deemed to have been given and made and to have been received on the fifth (5^{th}) Business Day following the mailing thereof; provided however that no such communication will be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner will be deemed to have been given or made and to have been received only upon actual receipt.

(3) *Change of Address.* Any Party may from time to time change such Party's address under this Section 3.1 by notice to the other Party given in the manner provided by this Section 3.1.

3.2 Amendment. No amendment of this Agreement will be effective unless made in writing and signed by the Parties.

3.3 Waiver. A waiver of any default, breach or non-compliance under this Agreement will not be effective unless in writing and signed by the Party to be bound by the waiver, and then only in the specific instance and for the specific purpose for which it has been given. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by any other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

3.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in that Province.

3.5 Successors and Assigns; Assignment. This Agreement will enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns. A Party may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the Purchaser (in the case of the Covenantors) or Attollo (in the case of the Purchaser).

3.6 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and both of which taken together will be deemed to constitute one and the same instrument. To evidence a Party's execution of an original counterpart of this Agreement, such Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in pdf format or other electronic transmission and such transmission will constitute delivery of an executed copy of this Agreement to the receiving Party.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

KADESTONE CAPITAL CORP.

Name:
Title:

ATTOLLO MANAGEMENT INC.

Name:
Title:

DAVID NEGRIN

WITNESS