

**FORM 62-103F1**  
**REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS**

**Item 1 – Security and Reporting Issuer**

**1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.**

This report relates to the multiple voting shares (“**MVS**”) of GFL Environmental Inc. (the “**Issuer**”).

The Issuer’s address is:

100 New Park Pl. Suite 500,  
Vaughan, Ontario,  
L4K 0H9, Canada

**1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.**

Not applicable. The transaction that triggered the requirement to file this report was a private transaction and did not take place through the facilities of any stock exchange or any other marketplace.

**Item 2 – Identity of the Acquiror**

**2.1 State the name and address of the acquiror.**

Patrick Dovigi  
c/o GFL Environnemental Inc.  
100 New Park Pl. Suite 500,  
Vaughan, Ontario,  
L4K 0H9, Canada

**2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.**

On October 31, 2024, certain holding entities beneficially owned and controlled by Mr. Dovigi, his family members and discretionary trusts settled by family members of Mr. Dovigi (collectively, the “**Dovigi Group**”), including Sejosa Holdings Inc. (“**Sejosa**”) and Sejosa II Holdings Inc. (“**Sejosa II**” and together with Sejosa, the “**Sejosa Entities**”), completed an internal reorganization (the “**Reorganization**”) that resulted in the indirect disposition of 11,812,964 MVS (the “**Sejosa GFL Shares**”) and contemporaneous issuance to the Dovigi Group of 11,812,964 MVS. At all times the Dovigi Group directly or indirectly owned and controlled 11,812,964 MVS.

The Sejosa GFL Shares were indirectly acquired by the Issuer from the Dovigi Group pursuant to the Reorganization were immediately cancelled.

There were no changes to the number of MVS beneficially owned or controlled by the Dovigi Group as a result of the Reorganization.

**2.3 State the names of any joint actors.**

Not applicable.

**Item 3 – Interest in Securities of the Reporting Issuer**

**3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.**

In connection with the Reorganization, the Dovigi Group indirectly disposed of, and contemporaneously acquired, 11,812,964 MVS. There were no changes to the number of MVS beneficially owned or controlled by the Dovigi Group as a result of the Reorganization.

**3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.**

See Item 3.1.

**3.3 If the transaction involved a securities lending arrangement, state that fact.**

Not applicable.

**3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

Immediately prior to the Reorganization, the Dovigi Group, through its ownership of the Sejosa Entities, was the beneficial holder of 11,812,964 MVS, representing 100% of the issued and outstanding MVS.

Upon completion of the Reorganization, the Dovigi Group directly owns 11,812,964 MVS representing 100% of the issued and outstanding MVS.

**3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which**

**(a) the acquiror, either alone or together with any joint actors, has ownership and control,**

See Item 3.4.

**(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

Not applicable.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

Not applicable.

**State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.**

Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

See Item 6.

#### **Item 4 – Consideration Paid**

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

Not applicable.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

Not applicable.

**4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

The Reorganization was completed through private agreements and through the amalgamation of the Sejosa Entities with a subsidiary of the Issuer that was immediately wound up into the Issuer.

**Item 5 – Purpose of the Transaction**

**State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:**

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;
- (f) a material change in the reporting issuer's business or corporate structure;
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;
- (j) a solicitation of proxies from securityholders;
- (k) an action similar to any of those enumerated above.

The Dovigi Group holds its MVS and other securities of the Issuer for investment purposes and may, depending on market and other conditions, acquire additional securities of the Issuer through market transactions, equity compensation grants, private agreements, treasury issuances, dividend reinvestment programs, exercise of options, convertible securities or otherwise, or may sell, transfer, encumber or dispose of all or

some portion of the securities of the Issuer it owns or controls, or may continue to hold its securities of the Issuer, in each case subject to the terms of the Registration Rights Agreement, Investor Rights Agreement and Coattail Agreement (each as defined below).

#### **Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

**Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder’s fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.**

The Dovigi Group is a party to a fifth amended and restated registration rights agreement dated as of December 17, 2021 among the Issuer and certain of the principal shareholders of the Issuer (the “**Registration Rights Agreement**”). Pursuant to the Registration Rights Agreement, the Dovigi Group is entitled to certain demand registration rights which enables them to require the Issuer to file a registration statement and/or prospectus and otherwise assist with a public distribution of subordinate voting shares of the Issuer (“**SVS**”) by the Dovigi Group. The Registration Rights Agreement is available under the Issuer’s SEDAR+ profile at [www.sedarplus.com](http://www.sedarplus.com).

The Dovigi Group also entered into an investor rights agreement (the “**Investor Rights Agreement**”) with the Issuer effective as of the Issuer’s initial public offering that granted to the Dovigi Group certain governance rights, director nomination rights, and pre-emptive rights. The Investor Rights Agreement is available under the Issuer’s SEDAR+ profile at [www.sedarplus.com](http://www.sedarplus.com).

The Dovigi Group is also party to a customary coattail agreement among, inter alios, the Issuer and Computershare Trust Company of Canada (the “**Coattail Agreement**”) which, among other things, prohibits the Dovigi Group from selling any MVS, directly or indirectly, pursuant to a take-over bid (as defined in applicable securities laws) under circumstances in which applicable securities laws would have required the same offer to be made to the holders of SVS if the sale by the holders of MVS had been a sale of the SVS underlying such MVS rather than the MVS, but otherwise on the same terms. Additionally, the Dovigi Group has pledged its MVS to lenders as security for certain loan facilities.

#### **Item 7 – Change in material fact**

**If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer’s securities.**

Not applicable.

#### **Item 8 – Exemption**

**If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.**

Not applicable.

**[Signature Page Follows]**

## **Item 9 – Certification**

### **Certificate**

I, as the acquiror, certify, or I, as the agent filing the report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

DATED October 31, 2024

(signed) "*Patrick Davigi*"

Name: Patrick Davigi