Execution Version

ZEDCOR INC.

–and –

ZEDCOR SECURITY SOLUTIONS CORP.

–and –

2348767 ALBERTA LTD.

ASSET PURCHASE AND SALE AGREEMENT

MAY 26, 2021

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ASSET PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made the 26th day of May, 2021.

BETWEEN:

ZEDCOR INC., a body corporate formed under the Laws of the Province of Alberta ("**Zedcor**")

- and –

ZEDCOR SECURITY SOLUTIONS CORP., a body corporate formed under the Laws of the Province of Alberta ("**ZSSC**")

(Zedcor and ZSSC together, the "**Vendor**")

- and –

2348767 ALBERTA LTD., a body corporate formed under the Laws of the Province of Alberta (the "**Purchaser**")

WHEREAS:

A. The Vendor currently carries on the Business and is the legal and beneficial owner of the Assets; and

B. The Vendor wishes to sell the Assets and the Purchaser wishes to purchase the Assets used in connection with the Business upon the terms and the conditions set forth in this Agreement.

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

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms when capitalized shall have the indicated meanings:

(a) "**Accounts Payable**" means all trade and other accounts payable (which accounts include Taxes), bonuses, accrued Liabilities, notes payable and other debts owing by the Vendor to trade creditors of the Business under Contracts and relating to goods and/or services received prior to the Closing Time in connection with the Business, determined in accordance with IFRS, consistently applied in accordance with past practice, and recorded as payables in the Books and Records;

(b) "**Accounts Receivable**" means all accounts receivable, trade accounts (which accounts include Taxes from making taxable supplies), notes receivable and book debts due or accruing due to the Vendor resulting from the sale of goods or services of the Business provided prior to the Closing Time and any other amounts due or deemed to be due to the

Vendor in connection with the Business prior to the Closing Time, determined in accordance with IFRS, consistently applied in accordance with past practice, and recorded as receivables in the Books and Records;

(c) "**Affiliate**" of any Person means any other Person that directly or indirectly controls, or is controlled by, or is under common control with, such Person and for these purposes:

(i) a body corporate is controlled by a Person if: (A) securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the Person; and (B) the votes attached to those securities are sufficient to elect a majority of the directors of the body corporate;

(ii) an association, partnership, trust or other organization is controlled by a Person if: (A) more than 50% of the ownership interests, however designated, into which the association, partnership, trust or other organization is divided are beneficially owned by the Person; and (B) the Person is able to direct the business and affairs of the association, partnership, trust or other organization;

(iii) a body corporate, association, partnership, trust or other organization is controlled by a Person if the Person has, directly or indirectly, control in fact of the body corporate, association, partnership, trust or other organization; and

(iv) a body corporate, association, partnership, trust or other organization that controls another body corporate, association, partnership, trust or other organization is deemed to control any body corporate, association, partnership, trust or other organization that is controlled or deemed to be controlled by the other body corporate, association, partnership, trust or other organization,

and "**control**" and "**controlling**" have correlative meanings;

(d) "**Agreement**" means this asset purchase and sale agreement, including its recitals, schedules and exhibits, which are hereby incorporated into this asset purchase and sale agreement and are hereby made a part of this asset purchase and sale agreement as if set out in full in this asset purchase sale agreement, as each may be supplemented or amended from time to time;

(e) "**Ancillary Conveyance Documents**" means all conveyances, assignments, transfers and other documents and instruments that are required by the Parties, acting reasonably, to convey, assign and transfer all of the right, title and interest of the Vendor in and to the Assets to the Purchaser, including a bill of sale and general conveyance in substantially the form attached hereto as Exhibit C (the "**Bill of Sale and General Conveyance**") for the Assets to be transferred to the Purchaser, and an assignment agreement or replacement agreement (in form and substance to be agreed to by the Parties acting reasonably and in good faith) for the Material Contracts which will be assigned to the Purchaser;

(f) "**Applicable Laws**" means with respect to any Person, property, transaction, event or other matter:

(i) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, order or other requirement having the force of law; and

(ii) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law,

(collectively, the "**Law**"), relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation;

(g) "**Assets**" means:

(i) the Equipment;

(ii) all of the Contracts relating to the Business or the Assets or, prior to the assignment of such Contracts as contemplated hereunder, all rights and benefits of the Vendor existing or arising under the Contracts;

(iii) the Inventory;

(iv) the Leased Vehicles;

(v) all warranties (if any) provided to the Vendor for products or services supplied in relation to the Business and Assets;

(vi) copies of Books and Records; and

(vii) subject to the terms and conditions of the Name Use Agreement and Section 11.1(c), the exclusive right for Opco to use the Zedcor Energy Name;

(h) "**Assumed Employee Liabilities**" means the Liabilities (including severance Liabilities) relating to the Transferred Employees assumed by the Purchaser pursuant to Section 5.1 and Section 5.2;

(i) "**Assumed Liabilities**" means:

(i) the Assumed Employee Liabilities; and

(ii) all other Liabilities incurred in connection with or relating in any way to, the ownership of the Assets or the Business to the extent arising after the Closing Time, provided that such Liabilities are not arising from, due to or attributable to: (A) any default existing or breach (with or without the giving of notice, the lapse of time, or both) by the Vendor or its Affiliates occurring prior to or as a consequence of this Agreement; or (B) any default, breach or violation of the Vendor of any term or condition of this Agreement,

but in each case excluding the Excluded Liabilities;

(j) "[redacted] **Consent**" means the consent from [redacted] for the Transaction, as required pursuant to the [redacted] between [redacted] and Zedcor; **[REDACTED – relates to a third party and a third party agreement, which is commercially sensitive information]**

(k) "**Bank Charges**" means, collectively, certain security held by: (i) Maynbridge Capital Inc., as a secured party; and (ii) [redacted], as a secured party, in respect of which registrations and/or financing statements have been made against the Assets of the Vendor, as debtor, including, without limitation, registrations made at the Personal Property Registries of the Provinces of Alberta, British Columbia, Saskatchewan, and Manitoba, as such registrations and/or financing statements have been amended to the date hereof, together with any and all other security that may be held by Maynbridge Capital Inc. or [redacted], as applicable, against the Assets; **[REDACTED – relates to a third party, which is commercially sensitive information]**

(l) "**Bank Debt**" means any indebtedness associated with loans or credit facilities of the Vendor and/or the Business or the Excluded Business owing to financial institutions, including any secured debt;

(m) "**Bill of Sale and General Conveyance**" has the meaning ascribed to that term in Section 1.1(e);

(n) "**Books and Records**" means the Vendor's books and records and all other documents, files, correspondence and corporate records and other information to the extent that they relate to the Assets, the Business or the Employees, including financial reports and statements, payroll information related to the Transferred Employees, Contracts, sales and purchase reports and records, copies of excerpts of personnel records, customer lists, equipment logs, operating guides and manuals (including safety manuals and procedures), employee guides and manuals, operating logs, inspection records and certificates, and equipment maintenance records, whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices;

(o) "**Business**" means the oilfield surface equipment and portable oilfield accommodations business carried on by the Vendor, which primarily involves providing rental services to the Western Canadian oil and gas industry and construction industry, but in all cases excluding the Excluded Business;

(p) "**Business Day**" means any day except a Saturday, a Sunday or a statutory holiday in Calgary, Alberta or Vancouver, British Columbia;

(q) "**Certificate of Recognition**" means a certificate issued by the Government of Alberta evidencing that a Party's health and safety management systems have been evaluated by a certified auditor (as designated by Alberta Occupational Health and Safety) of health and safety management systems, and such health and safety management systems meet the provincial standards established by Alberta Occupational Health and Safety;

(r) "**Claim**" means any claim, demand, lawsuit, proceeding, grievance, complaint, application, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing, including Legal Proceedings;

(s) "**Closing**" means the completion of the purchase and sale transaction contemplated by this Agreement;

(t) "**Closing Date**" means the date on which the Closing occurs;

(u) "**Closing Time**" has the meaning ascribed to that term in Section 8.1;

(v) "**Conditions Satisfaction Date**" means the date on which the last of the conditions set forth in Article 7 (other than those conditions that by their nature are to be satisfied at the Closing) is satisfied or waived in accordance with this Agreement;

(w) "**Confidential Information**" has the meaning ascribed to that term in Section 10.1(a);

(x) "**Confidentiality Obligations**" means all obligations of confidentiality of the Parties and their Representatives whether arising under Applicable Law, the Management Services Agreement, this Agreement or any other agreement;

(y) "**Contingent Payment**" has the meaning ascribed thereto in Exhibit A;

(z) "**Contract**" means any agreement, contract, indenture, lease, deed of trust, licence, option, undertaking, engagement, promise or any other commitment or obligation, whether oral or written, express or implied;

(aa) "**CRA**" means Canada Revenue Agency;

(bb) "**Customers**" has the meaning ascribed to that term in Section 3.1(cc);

(cc) "**Direction to Pay**" means an irrevocable direction to pay from the Vendor to the Purchaser, directing the Purchaser to pay the Purchase Price in accordance with the instructions set out therein;

(dd) "**Disclosing Party**" means, with respect to Confidential Information, the Party disclosing the Confidential Information;

(ee) "**Effective Time**" means 11:59 p.m. (Calgary time) on the Closing Date;

(ff) "**Employees**" means the employees employed by the Vendor listed on the Employee List, each of whom is an "**Employee**";

(gg) "**Employee List**" has the meaning ascribed to that term in Section 3.1(ff);

(hh) "**Employee Plans**" means each and every retirement, pension, supplemental pension, savings, retirement savings, bonus, profit sharing, deferred compensation, severance or termination pay (including any redundancy policy), change of control, life insurance, medical, hospital, dental care, vision care, drug, sick leave, short term or long term disability, salary continuation, unemployment benefits, vacation, incentive, compensation, stock purchase, stock option, phantom stock, share appreciation rights, fringe benefit or other employee benefit plan, program, arrangement, policy or practice whether written or oral, formal or informal, funded or unfunded, registered or unregistered, bargained or unbargained, insured or self-insured that is maintained or otherwise funded or contributed to, or required to be funded or contributed to, by or on behalf of the Vendor, or under which the Vendor pays premiums or benefits, for the benefit of the Employees or any of them or the beneficiary of any of them;

(ii) "**Encumbrances**" means mortgages, charges, pledges, security interests, liens, encumbrances, or other Claims, and for greater certainty, includes the Bank Charges and the Bank Debt;

(jj) "**Environment**" means the environment or natural environment as defined in any Environmental Laws and includes air, surface water, ground water, land surface, soil and subsurface strata;

(kk) "**Environmental Laws**" means any Laws concerning the protection of the Environment, or regulating or prohibiting the impact on the Environment from any use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, management, release or threatened release, emission, discharge or disposal of any Hazardous Substances, or pollution, contamination or remediation of the Environment;

(ll) "**Equipment**" means those items set out in Schedule 1.1(G);

(mm) "**ETA**" means *Excise Tax Act* (Canada);

(nn) "**Excluded Assets**" means:

(i) all computer equipment hardware and associated peripheral devices and the related operating and application systems and other software that is associated with or used by the Vendor's personnel and all enterprise software regardless of where located or deployed;

(ii) all real property;

(iii) all Accounts Receivable and Unbilled Revenue;

(iv) all cash, bank balances, money in possession of banks and other depositories, term or time deposits and similar cash or cash equivalents of, owned or held by or for the account of the Vendor;

(v) all shares, notes, bonds, debentures or other securities of or issued by corporations or other Persons and all certificates or other evidences of ownership thereof owned or held by or for the account of the Vendor;

(vi) all the corporate, financial and other records of the Vendor not pertaining primarily to the Assets or the Business, including, for greater certainty, all the corporate, financial and other records of the Vendor pertaining to the Excluded Business (provided that to the extent such records partially pertain to the Assets or the Business, copies of such relevant records will be provided to the Purchaser);

(vii) all income tax refunds and other Tax refunds receivable by the Vendor and all Tax Returns pertaining to Taxes of the Vendor;

(viii) all non-transferable Licences of the Vendor;

(ix) all intellectual property;

(x) the [redacted] specifically listed as excluded from the Equipment in Schedule 1.1(G); and **[REDACTED – relates to information about the Excluded Assets, which is commercially sensitive information]**

(xi) the security and surveillance assets related to the Excluded Business.

(oo) "**Excluded Business**" means the business carried on by the Vendor of primarily providing security and surveillance services using high resolution cameras affixed on either hybrid solar light towers or stationary infrastructure to the Western Canadian oil and gas and construction industries;

(pp) "**Excluded Liabilities**" means, subject to Applicable Laws, the following Liabilities of the Vendor which will not be assumed by the Purchaser and will remain the responsibility of the Vendor:

(i) any Liability of the Vendor for any Taxes, including any Tax Liability of the Business incurred or accruing due for any period (or portion thereof) ending on or prior to the Closing Date;

(ii) the Liabilities relating to Employees who are not Transferred Employees;

(iii) the Liabilities relating to Employees who do not accept the Offer, provided that the Purchaser has complied with its obligations in Section 5.1;

(iv) all Liabilities related to ownership of the Assets or ownership or operation of the Business which accrue or arise at any time prior to the Closing Date, including any Accounts Payable;

(v) any Liability of the Vendor for any Claims relating to the Excluded Assets, which accrue or arise at any time whether prior to, on or after the Closing Date;

(vi) all long-term debt, bank debt or non-arm's length debt obligations of the Vendor associated with the Business or the Assets, including the Bank Debt;

(vii) any Liability of the Vendor for any personal injury Claims arising by reason of the occurrence prior to the Closing Time of any injury, accident or other alleged damage-causing event with respect to the operations of the Vendor in relation to the Business relating to products sold or services performed by the Vendor in relation to the Business on or prior to the Closing Time; and

(viii) any Liabilities of the Vendor relating to the Excluded Business;

(qq) "**Governmental Authority**" means:

(i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);

(ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;

(iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and

(iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association;

(rr) "**GST**" means Goods and Services Tax established pursuant to the ETA, and where applicable includes harmonized sales tax;

(ss) "**Hazardous Substances**" means any substance or constituent thereof, sound, vibration, ray, heat, odour, radiation, energy, which is or is deemed to be, alone or in any combination, a pollutant, contaminant, source of pollution or contamination, waste of any nature, hazardous substance, hazardous material, toxic substance, dangerous substance or dangerous good including as defined, judicially interpreted or identified in any Environmental Law;

(tt) "**IFRS**" means Canadian generally accepted accounting principles for publicly accountable enterprises, being International Financial Reporting Standards as adopted by the Canadian Accounting Standards Board, which are applicable as at the date on which any calculation made hereunder is to be effective or as at the date of any financial statements referred to herein, as the case may be;

(uu) "**In-Trust Assets**" has the meaning ascribed to that term in Section 6.1(c);

(vv) "**Income Tax Act**" or any reference to a specific provision thereof means the *Income Tax Act* (Canada) and legislation of any legislature of any province or territory of Canada and any regulations made thereunder in force of like or similar effect;

(ww) "**Indemnification Notice**" has the meaning ascribed to that term in Section 9.4;

(xx) "**Indemnified Party**" means a Party and its Affiliates and their respective successors and assigns and each of their respective directors, officers, employees and agents that is or are required to be indemnified under Article 9;

(yy) "**Indemnifying Party**" means in relation to the Indemnified Party, the Party to this Agreement that is required to indemnify such Indemnified Party under Article 9;

(zz) "**Insurance Policies**" has the meaning ascribed to that term in Section 3.1(tt);

(aaa) "**Interim Period**" means the period from the date hereof to the Closing Date;

(bbb) "**Inventory**" means any supplies and/or consumables that: (i) relate to the Equipment; or (ii) are used in the regular activities of the Business as set out in Schedule 1.1(G);

(ccc) "**Key Employees**" means: (i) [redacted]; and (ii) [redacted]; **[REDACTED – relates to personal information]**

(ddd) "**Leased Vehicles**" means the [redacted] listed in Schedule 1.1(G); **[REDACTED – relates to information about the Assets, which is commercially sensitive information]**

(eee) "**Legal Proceeding**" means any litigation, action, application, suit, investigation, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review;

(fff) "**Liability**" or "**Liabilities**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether under common law, in equity, under Applicable Law or otherwise; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on fault, strict liability or otherwise, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;

(ggg) "**License**" means any and all notices, notifications, registrations, requirements, filings, submissions, permits, licenses, approvals, exemptions, orders, rulings, consents or other authorizations required to be made to, with, or obtained from, any Governmental Authority under Applicable Laws to own or operate the Business or the Assets;

(hhh) "**Losses**" means, in respect of a Person and in relation to a matter, any and all losses, costs and damages (including all penalties and fines) which such Person suffers, sustains, pays or incurs in connection with such matter and includes Taxes, reasonable costs of legal counsel (on a full indemnity basis) and other consultants and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained, but: (i) excluding any contingent liability until it becomes actual; (ii) reduced by any net Tax benefit actually received; (iii) reduced by any recovery, settlement or payment received from any other Person; and (iv) excluding loss of profits, indirect, incidental, punitive and consequential damages (except to the extent awarded by a court of competent jurisdiction in connection with a third party Claim);

(iii) "**Management Services Agreement**" means the form of management services agreement attached hereto as Exhibit B;

(jjj) "**Material Adverse Effect**" means, when used in respect of the Assets or Business, any fact or state of fact(s), circumstance, change, effect, occurrence or event that, individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the affairs, prospects or condition (financial or otherwise) of the Business or any of the Assets, operations (or results thereof), properties, Licences, Liabilities (contingent or otherwise), capitalization, or cash flows of, or related to, the Business or any of the Assets, or is otherwise reasonably likely to prevent or materially delay the transfer of the Assets to the Purchaser pursuant to the terms of this Agreement, including any such fact, circumstance, change, effect, occurrence or event arising as a result of any change in Applicable Law (including Environmental Law), fire, explosion, accident, casualty, labour problem, flood, drought, riot, storm, terrorist attack, pandemic, disease, influenza, virus, act of God or otherwise, except for any fact, circumstance, change, effect, occurrence or event occurring in the Ordinary Course;

(kkk) **"Material Contracts"** means the Contracts listed in Schedule 1.1(kkk);

(lll) "**Maynbridge Consent**" means the consent from Maynbridge Capital Inc. for the Transaction, as required pursuant to the fourth amended and restated loan and security agreement dated December 4, 2020 between Maynbridge Capital Inc. and Zedcor, substantially in the form of consent attached hereto as Exhibit E;

(mmm) "**Maynbridge Release**" means a general release and discharge from Maynbridge Capital Inc. in the form of release attached hereto as Exhibit F with respect to the: (i) share pledge agreement granted by [redacted] to Maynbridge Capital Inc. on December 4, 2020; (ii) limited recourse guarantee granted by [redacted] to Maynbridge Capital Inc. on November 30, 2020; and (iii) limited account control agreement dated December 4, 2020 between Maynbridge Capital Inc., [redacted]; **[REDACTED – relates to a third party and personal information, which is commercially sensitive information]**

(nnn) "**Name Use Agreement**" means the name use and trademark license agreement to be entered into by ZSSC, Zedcor and Opco substantially in the form attached hereto as Exhibit G;

(ooo) "**No-Interest Letter**" means each no-interest letter in respect of the Bank Charges;

(ppp) "**Non-Competition Agreement**" means the non-competition agreement to be entered into by each of the ZSSC and Zedcor and Opco, substantially in the form attached hereto as Exhibit D;

(qqq) "**Notes**" has the meaning ascribed to that term in Section 10.1(a);

(rrr) "**Offer**" has the meaning ascribed to that term in Section 5.1(b);

(sss) "**Offer Acceptance Period**" has the meaning ascribed to that term in Section 5.1(b)(ii);

(ttt) **"Opco"** means Zedcor Energy Services Inc.;

(uuu) "**Ordinary Course**" means, when used in relation to the taking of action by the Vendor in connection with the Business, that the action:

(i) is consistent in nature, scope and magnitude with the past practices of the Vendor in relation to the Business and is taken in the ordinary course of the normal day-to-day operations of the Business;

(ii) is similar in nature, scope and magnitude to actions customarily taken in the ordinary course of the normal day-to-day operations of the other Persons that are in lines of business that are the same as the Business; and

(iii) does not require authorization of the board of directors or shareholders of the Vendor;

(vvv) "**Outside Date**" means June 30, 2021, unless the Parties otherwise agree in writing;

(www) "**Party**" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns, and "**Parties**" means every Party;

(xxx) "**Permitted Encumbrances**" means:

(i) unregistered liens for municipal Taxes, assessments or similar charges incurred by the Vendor in the Ordinary Course that are not yet due and payable or, if due and payable, are to be adjusted between the Vendor and the Purchaser on the Closing Date;

(ii) inchoate mechanic's, construction and carrier's liens and other similar liens, if individually or in the aggregate they: (A) are not material; and (B) arose or were incurred by operation of Law or in the Ordinary Course for obligations not yet due or delinquent and will be paid or discharged in the Ordinary Course;

(iii) unregistered Encumbrances of any nature claimed or held by any Governmental Authority under any applicable legislation, statute or regulation;

(iv) the right reserved to or vested in any Governmental Authority by the terms of any Licence, franchise, grant or permit or by any statutory provision to terminate any such Licence, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof; and

(v) minor title defects or irregularities and other minor unregistered restrictions that, in the aggregate, do not materially impair the value or the use of the Assets;

(yyy) "**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity;

(zzz) "**Personal Information**" means information about an identifiable individual as defined in Privacy Law;

(aaaa) "**Post-Closing Tax Period**" shall mean: (i) any taxable period beginning after the Closing Date; and (ii) with respect to a taxable period that commences before but ends after the Closing Date, only the portion of such period beginning after the Closing Date;

(bbbb) "**Pre-Closing Tax Period**" shall mean: (i) any taxable period ending on or before the Closing Date; and (ii) with respect to a taxable period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date;

(cccc) "**Privacy Law**" means, collectively, the *Freedom of Information and Protection of Privacy Act* (Alberta), the *Personal Information Protection Act* (Alberta), and *Personal Information Protection and Electronic Documents Act* (Canada) and other equivalent statutes in applicable jurisdictions;

(dddd) "**Purchase Price**" has the meaning ascribed to that term in Section 2.2;

(eeee) "**Purchaser**" has the meaning ascribed to that term on page 1 of this Agreement;

(ffff) **"Purchaser Parties"** has the meaning ascribed to that term in Article 5;

(gggg) "**Purchaser Ancillary Documents**" means any and all certificates, agreements, documents or other instruments to be executed and delivered by the Purchaser in connection with the transactions contemplated by this Agreement, including the Ancillary Conveyance Documents;

(hhhh) "**Purchaser's Indemnified Parties**" means the Purchaser and its Affiliates and their respective successors and assigns and each of their respective directors, officers, employees and agents;

(iiii) "**Purchaser Party Employee Plans**" has the meaning ascribed to that term in Section 5.2(b);

(jjjj) "**Recipient**" means, with respect to Confidential Information, the Party receiving the Confidential Information;

(kkkk) "**Replacement Insurance Policies**" has the meaning ascribed to that term in Section 4.1(a)(iii);

(llll) "**Representative**" means the directors, officers, employees, shareholders, advisors, consultants, contractors, subcontractors, Affiliates, partners, associates, bankers (investment and commercial), investors, lenders, lawyers and accountants of a Party;

(mmmm) "**Straddle Period**" shall mean any taxable period that includes but does not end on the Closing Date;

(nnnn) **"Suppliers"** has the meaning ascribed to that term in Section 3.1(cc)**;**

(oooo) "**Tax Returns**" means all returns, information returns, reports, elections, agreements, declarations or other documents of any nature or kind required to be filed with any applicable Governmental Authority in respect of Taxes;

(pppp) "**Taxes**" means any and all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, property, land transfer, provincial sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all Licence, franchise and registration fees and all employment insurance, health insurance and other government pension plan premiums or contributions;

(qqqq) "**Third Party Consents and Approvals**" means:

(i) any third party consent, approval, waiver or notice required to assign the Assets from the Vendor to the Purchaser or to provide the Purchaser with the benefit of the Assets, including, but not limited to, those listed in Schedule 1.1(qqqq);

(ii) the [redacted] Consent and No-Interest Letter;

(iii) the TSX-V Approval; and

(iv) the Zedcor Inc. Shareholder Approval;

(rrrr) "**Transaction**" means the purchase and sale of the Assets and the other transactions contemplated by this Agreement;

(ssss) "**Transaction Documents**" means this Agreement, the Ancillary Conveyance Documents, the Purchaser Ancillary Documents, the Vendor Ancillary Documents, the Management Services Agreement, the Name Use Agreement, and the Non-Competition Agreement(s);

(tttt) "**Transaction Personal Information**" means any Personal Information in the possession, custody or control of the Vendor, including Personal Information about the Employees, suppliers, customers, directors, officers or shareholders that is:

(i) disclosed to the Purchaser or any of its Representatives prior to the Closing Time by the Vendor or its Representatives or otherwise; or

(ii) collected by the Purchaser or any its Representatives prior to the Closing Time from the Vendor or its Representatives or otherwise,

in either case in connection with the transactions contemplated by the Agreement;

(uuuu) "**Transfer Taxes**" has the meaning ascribed to that term in Section 2.9(a);

(vvvv) "**Transferred Employee**" has the meaning ascribed to that term in Section 5.1(d);

(wwww) "**Transferred Employee Compensation**" has the meaning ascribed to that term in Section 5.1(b)(i);

(xxxx) "**TSX-V**" means the TSX Venture Exchange;

(yyyy) "**TSX-V Approval**" means review and written conditional approval by the TSX-V of the Transaction;

(zzzz) "**Unbilled Revenue**" means revenue arising in connection with work performed or goods or services provided by the Vendor prior to the Closing Time to its customers in connection with the Business that has not been invoiced or billed to such customers;

(aaaaa) "**Vendor**" has the meaning ascribed to that term on page 1 of this Agreement;

(bbbbb) "**Vendor Ancillary Documents**" means any and all certificates, agreements, documents or other instruments to be executed and delivered by the Vendor in connection with the transactions contemplated by this Agreement, including the Ancillary Conveyance Documents;

(ccccc) "**Vendor's Indemnified Parties**" means the Vendor and the Vendor's Affiliates and their respective successors and assigns and each of their respective directors, officers, employees and agents;

(ddddd) "**Zedcor Energy Name**" means the corporate name of "Zedcor Energy Services", including any service marks, trade names, trade dress, logos, designs or other indicia related thereto; and

(eeeee) "**Zedcor Inc. Shareholder Approval**" means approval of the Transaction and related matters by shareholders of Zedcor holding greater than 50% of the issued and outstanding common shares of Zedcor.

1.2 Schedules

The following Schedules that are attached to this Agreement are incorporated into this Agreement by reference and are deemed to be part hereof; whenever any term or condition, express or implied, of any Schedule conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement prevails:

Exhibit A	Contingent Payments
Exhibit B	Form of Management Services Agreement
Exhibit C	Form of Bill of Sale and General Conveyance
Exhibit D	Form of Non-Competition Agreement
Exhibit E	Form of Maynbridge Consent
Exhibit F	Form of Maynbridge Release
Exhibit G	Form of Name Use Agreement
Schedule 1.1(G)	Equipment, Inventory and Leased Vehicles
Schedule 1.1(kkk)	Material Contracts
Schedule 1.1(qqqq)	Third Party Consents
Schedule 2.4	Allocation of Purchase Price
Schedule 3.1(u)	Location of Equipment and Inventory
Schedule 3.1(cc)	Customers and Suppliers
Schedule 3.1(dd)	Licenses
Schedule 3.1(ff)	Employees
Schedule 3.1(oo)	Employee Compensation
Schedule 3.1(tt)	Insurance Policies

1.3 Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

1.4 References to Agreements or Statutes

Any reference in this Agreement to an agreement, unless the context otherwise requires, means and refers to such agreement as modified, amended, restated or supplemented from time to time, and a reference to any statute is a reference to such statute and regulations thereunder, as each of them may be re-enacted, varied, amended, modified, supplemented or replaced from time to time.

1.5 Applicable Law/Attornment

This Agreement will be governed by and construed in accordance with the Laws of the Province of Alberta and the federal Laws of Canada applicable therein (without application of the principles of conflicts of laws). For the purpose of all Legal Proceedings, this Agreement will be deemed to have been performed in the Province of Alberta and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and all courts competent to hear appeals therefrom for all matters arising out of or in connection with this Agreement or any of the transactions contemplated hereby.

1.6 Interpretation

The division of this Agreement into Articles, Sections, subsections, paragraphs and clauses, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "**hereof**", "**herein**", "**hereunder**" and similar expressions refer to this Agreement and not to any particular Article, Section, subsection, paragraph, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Unless otherwise stated, all references in this Agreement to Articles, Sections, subsections, paragraphs, clauses, recitals, Schedules and Exhibits refer to Articles, Sections, subsections, paragraphs, clauses, recitals, Schedules and Exhibits of and to this Agreement in which such reference is made. The term "**including**" means including without any limitation.

1.7 Accounting Terms

All accounting terms and processes not specifically defined in this Agreement are to be interpreted in accordance with IFRS.

1.8 Severability

Any Article, Section, subsection, paragraph, clause, Schedule or other subdivision or any other provision of this Agreement which is deemed to be, or becomes void, illegal, invalid or unenforceable will be severable herefrom and ineffective to the extent of such voidability, illegality, invalidity or unenforceability, and will not invalidate, affect or impair the remaining provisions hereof, which provisions will be severable from any void, illegal, invalid or unenforceable Article, Section, subsection, paragraph, clause, Schedule or other subdivision or provision hereof.

1.9 Number and Gender

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) words in the singular number include the plural and such words will be construed as if the plural had been used;

(b) words in the plural include the singular and such words will be construed as if the singular had been used; and

(c) words importing the use of any gender include all genders where the context or Party referred to so requires, and the rest of the affected sentence will be construed as if the necessary grammatical and terminological changes had been made.

1.10 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the Vendor's knowledge or similar qualification, it will be deemed to refer to the actual knowledge of the officers of the Vendor who have overall responsibility for or knowledge of the relevant subject matter after due inquiry of the relevant records and employees of the Vendor whose normal responsibilities relate to the subject matter of the representation or warranty.

1.11 Business Days

If any period expires or any day on which action is to be taken under this Agreement falls on a day which is not a Business Day, such day will be deemed to refer to the next Business Day.

1.12 Time of Essence

Time is of the essence of this Agreement.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale of Assets

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Vendor agrees to sell, transfer and assign to the Purchaser, and the Purchaser agrees to purchase and receive from the Vendor, the entire right, title and interest of the Vendor in and to the Assets at the Closing Time on the Closing Date, free and clear of all Encumbrances other than the Permitted Encumbrances.

2.2 Purchase Price

(a) The aggregate consideration payable by the Purchaser to the Vendor for the Assets shall be $11,253,400.00 (the "**Purchase Price**"). In accordance with Section 2.9(c) any GST payable by the Purchaser shall be in addition to the Purchase Price.

(b) In addition to the Purchase Price, as additional consideration for the Assets, Purchaser shall pay to the Vendor those Contingent Payments that may become due and payable in accordance with the terms set out in Exhibit A.

2.3 Payment of the Purchase Price

The Purchase Price shall be payable by the Purchaser to, or as directed by, the Vendor at Closing Time.

2.4 Allocation of Purchase Price

The Purchaser and the Vendor agree to allocate the Purchase Price among the Assets in accordance with the allocation of the Purchase Price set forth in Schedule 2.4 and to report the sale and purchase of the Assets to all appropriate Governmental Authorities in their Tax Returns for the relevant taxation year effective as of the Closing Date, in a manner consistent with such allocation. The Purchaser and the Vendor shall file their respective Tax Returns based upon and in accordance with such allocation and will not make any inconsistent statements or take any inconsistent positions on any Tax Returns, in any refund Claims or during the course of any audits by any Governmental Authority with jurisdiction. If any such Governmental Authority does not agree with the allocation agreed to by the Purchaser and the Vendor under this Section 2.4, the Purchaser and the Vendor shall use commercially reasonable efforts to agree upon a different allocation acceptable to such Governmental Authority and, if the Purchaser and the Vendor are so able to agree, they shall amend the allocation and their Tax Returns accordingly; provided, however, nothing herein shall require the Purchaser and the Vendor to commence or participate in any litigation or administrative process challenging the determination made by such Governmental Authority.

2.5 No Adjustments

Subject to Section 9.9, all benefits and obligations of every kind and nature accruing, payable or paid and received or receivable in respect of the Assets have been taken into account in the calculation of the Purchase Price and the Parties acknowledge that there will be no adjustments to the Purchase Price. For greater certainty, any Contingent Payment(s) payable in accordance with the terms set out in Exhibit A constitutes additional consideration for the Assets and not an adjustment to the Purchase Price.

2.6 Transfer of Title, Possession and Risk of Loss

Title to, possession and risk of Loss of the Assets and the Assumed Liabilities will pass and transfer from the Vendor to the Purchaser as of the Closing Time, other than the Liabilities contemplated by Sections 5.1 and 5.2, which shall transfer from the Vendor to the Purchaser as of the Effective Time on the Closing Date.

2.7 Assumed Liabilities

From and after the Effective Time on the Closing Date, on and subject to the terms and conditions of this Agreement, the Purchaser will assume and pay when due and perform and discharge in accordance with their terms, the Assumed Liabilities. Notwithstanding any other provision of this Agreement, the Purchaser will not be liable for any Liability of the Vendor other than the Assumed Liabilities. The Excluded Liabilities will remain the sole responsibility of, and will be retained, paid and performed solely by the Vendor.

2.8 Post-Closing Accounting

(a) Following the Closing Date, subject to the terms and conditions under the Management Services Agreement, the Vendor and the Purchaser will cooperate to send notices to applicable third Persons advising them of the transactions occurring pursuant to this Agreement and to facilitate changes in billing and accounting process as soon as practicable.

(b) From and after the Closing Date, if the Vendor or any of its Affiliates receives any direct payments or collects any funds that relate to the Contracts, the Assets or the Business for the period on or after the Closing Date, the Vendor or its Affiliate shall be responsible to promptly account to the Purchaser in respect of all such funds received and will forthwith remit such funds to the Purchaser (and in any event within five (5) Business Days) after the receipt thereof. From and after the Closing Date, if the Purchaser receives any direct payments or collects any funds that relate to the Vendor's ownership of the Excluded Assets or the Vendor's ownership of the Assets, the Business or entitlements under any Contract prior to the Closing Date, the Purchaser shall be responsible to promptly account to the Vendor in respect of all such funds received and will forthwith remit any such funds to the Vendor (and in any event within five (5) Business Days) after its receipt thereof. For greater certainty, the Purchaser shall provide, from and after the Closing Date, reasonable assistance to the Vendor for the collection of any and all outstanding accounts owed but unpaid to the Vendor up to the Closing Date.

2.9 Taxes

(a) *Transfer Taxes*. Notwithstanding any other provision of this Agreement, all transfer, documentary, stamp duty, sales, use, value added, goods and services, registration, filing, conveyance, recording, real property transfer gains, commodities and any similar Taxes (and fees) together with all penalties and interest associated therewith (collectively, "**Transfer Taxes**") imposed by any Governmental Authority in connection with the completion of the transactions contemplated herein shall be borne by Purchaser. Each Party shall provide, upon the reasonable written request of the other Party, any applicable exemption certificates or other documentation required for the minimization or elimination of any Transfer Taxes and shall reasonably cooperate with the making and timely filing of all Tax Returns that are required to be filed in accordance with Applicable Laws. The Party responsible under Applicable Law for filing any Tax Return with respect to Transfer Taxes will prepare and file such Tax Return and other documentation and, if required by Applicable Law, the other Party will join in the execution of any such Tax Return and other documentation.

(b) *Allocation of Taxes in Straddle Periods.* Taxes (other than Transfer Taxes) payable with respect to the Assets and Business for a Straddle Period shall be allocated between the Pre-Closing Tax Period (for which the Vendor is responsible) and the Post-Closing Tax Period (for which the Purchaser is responsible): (i) in the case of Taxes imposed on a periodic basis (such as real, personal and intangible property Taxes), on a daily pro rata basis; and (ii) in the case of other Taxes, as if the Tax period ended as of the close of business on the Closing Date.

(c) *Joint Election*. The Parties will use their commercially reasonable efforts to minimize (or eliminate) any Taxes payable under the ETA and similar acts of other jurisdictions, in respect of the Closing by, among other things, making such elections, providing such purchase exemption certificates and taking such steps as may be provided for under such acts. Without limiting the generality of the foregoing, the Vendor and the Purchaser will jointly elect in accordance with section 167 of the ETA, or the corresponding provisions of the applicable provincial statute, to have exempt from Taxes under the ETA the transactions contemplated herein. Each of the Vendor and the Purchaser agrees to jointly prepare and execute such an election pursuant to section 167 of the ETA. The Purchaser will file such joint election in the prescribed form with the appropriate Governmental Authority within the time permitted under the ETA and will provide the Vendor proof of filing within fifteen (15) Business Days of such filing. If the CRA determines that the transactions contemplated herein or any Assets are not exempt from GST, then the Purchaser will be liable for any GST applicable to the subject transactions and the Purchaser will indemnify and save harmless the Vendor for any Liability relating thereto.

(d) *Restrictive Covenant*. The Purchaser and Vendor agree that no portion of the Purchase Price is allocated to a "restrictive covenant" as that term is defined for the purposes of section 56.4 of the Income Tax Act and any provincial equivalent. Any "restrictive covenant" under this Agreement, the Non-Competition Agreement or any ancillary document is intended to maintain or preserve the value of the Assets and Business to the Purchaser. The Purchaser and Vendor agree to make a joint election under subsection 56.4(7) of the Income Tax Act such that subsection 56.4(5) thereof applies in respect of any restrictive covenants granted by ZSSC and Zedcor.

(e) *Survival*. The indemnities contained in this Section 2.9 will survive the Closing and will remain in effect for the benefit of the Purchaser or the Vendor, as the case may be, until the expiration of the applicable CRA or other Governmental Authority audit period for the transactions contemplated herein.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

Each of Zedcor and ZSSC hereby represents and warrants, jointly and severally to the Purchaser in respect of each of Zedcor and ZSSC, as Vendor, that the following statements are true and correct as of the date hereof, and will be true and correct as of the Closing Date, and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with its execution and delivery of this Agreement and in completing the transactions contemplated by this Agreement:

Corporate Organization and Authority

(a) the Vendor is a body corporate duly formed and validly existing and in good standing under the Laws of the Province of Alberta. The Vendor is registered, licensed or otherwise qualified to do business under the Laws of the jurisdiction of Alberta and any other jurisdiction(s) in which it is carrying on or conducting business, and the nature of the Business does not require any licensing or other qualification under the Laws of any other jurisdictions;

(b) the Vendor has full power, capacity and authority to execute and deliver each Transaction Document to which it is a party and to perform its obligations under the Transaction Documents and to consummate the transactions contemplated hereby and thereby, and to carry on the Business and to own, lease and operate the Assets as now carried on and owned, leased and operated;

(c) the Transaction Documents have been or will be as of the Closing Date, duly executed and delivered by the Vendor and (assuming the due authorization, execution and delivery thereof by each other party thereto) do or will, as the case may be, constitute valid and binding agreements of the Vendor, enforceable against it, in accordance with their respective terms;

(d) except for the Third Party Consents and Approvals, the execution, delivery and performance of the Transaction Documents by the Vendor, the consummation of the transactions contemplated by the Transaction Documents and the fulfillment of and compliance with the terms and conditions of the Transaction Documents by the Vendor: (i) have been duly authorized by all necessary corporate action on part of the Vendor and each of its shareholders; and (ii) do not or will not (as the case may be), with the passing of time or the giving of notice or both, contravene, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, permit the acceleration of any obligation under or create in any party the right to terminate, modify or cancel (as applicable):

(A) the Material Contracts;

(B) any term or provisions of the constituent, charter and other organizational documents of the Vendor or its Affiliates;

(C) any judgment, decree, order, injunction, award or ruling of any Governmental Authority or arbitration panel to which the Vendor is a party or by which the Vendor or any of the Assets are bound;

(D) any Applicable Laws or Environmental Laws applicable to the Vendor or its Affiliates; or

(E) the rules of any stock exchange on which the Vendor's or its Affiliates' shares are listed;

(e) except for the requisite approvals of the TSX-V, there is no requirement of the Vendor to make any filing with, give any notice to, or obtain any authorization of, or waiver from, any Governmental Authority as a condition to the transfer of the Assets from the Vendor to the Purchaser or completion of the Transaction as contemplated hereunder;

(f) other than the Third Party Consents and Approvals, there is no requirement to obtain any consent, approval or waiver of a party under the Material Contracts in connection with the Business, to the assignment of the Material Contracts or to any of the other transactions contemplated by this Agreement. The Material Contracts which will be assigned to the Purchaser are assignable without payment of penalties or impositions of restrictions or other adverse effects of any kind. The completion of the transactions contemplated by this Agreement will not afford any party to any of the Material Contracts the right to terminate any such Material Contract;

Legal Proceedings

(g) no Legal Proceedings have been taken or authorized by the Vendor or, to the knowledge of the Vendor, by any other Person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Vendor. The Vendor is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) and will not become an insolvent person as a result of the Closing;

(h) there are no Legal Proceedings in progress or pending or, to the knowledge of the Vendor, threatened: (A) that challenge or that are reasonably likely to have the effect of preventing, delaying or otherwise interfering with the ability of the Vendor to perform its obligations hereunder, or that would prevent or delay the Closing; (B) against or affecting the Vendor, or any of its officers or directors in their capacity as such, or the Business or the Assets or title thereto, nor, to the knowledge of the Vendor, is there any basis (factual or legal) on which such Legal Proceeding might be commenced; or (C) against, or otherwise applicable to, the Assets in respect of Taxes, nor are there any matters under discussion with any Governmental Authority which could result in an Encumbrance on the Assets;

(i) there is no order, directive, judgement, decree, injunction, decision, ruling, award or writ of any Governmental Authority outstanding against or affecting the Vendor, the Business or any of the Assets; and

(j) there are no internal investigations or inquiries being conducted by the Vendor, its Affiliates or any third party at the request of the Vendor or its Affiliates concerning any financial, accounting, Tax, conflict of interest, illegal activity, fraudulent or deceptive conduct or other misfeasance or malfeasance issues affecting or relevant to the Business or the Assets;

Financial

(k) all accounting and financial Books and Records of the Vendor directly relating to the Business and the Assets are accurate and complete and have been fully, properly and accurately kept and completed and the Vendor has made available to the Purchaser all such Books and Records since January 1, 2017;

(l) the Vendor has, in accordance with Applicable Law, paid or made arrangements for the payment of all Taxes in respect of the Assets which are capable of forming or resulting in an Encumbrance on the Assets or becoming a Liability or obligation of the Purchaser;

(m) there are no Encumbrances (other than Permitted Encumbrances) for Taxes on any of the Assets;

(n) other than the Assumed Liabilities accruing up to and including the Closing Date, there are no Liabilities related to the Assets, the Business or the Employees of any nature whatsoever in respect of which the Purchaser will become liable after completion of the transactions contemplated by this Agreement, nor, to the knowledge of the Vendor, is there any existing condition, situation or set of circumstances that would reasonably be expected to result in any such Liabilities;

(o) the Vendor has not incurred any Liabilities or obligations (whether accrued, absolute, contingent or otherwise) in respect of the Assets which continue to be outstanding and which individually or in the aggregate might reasonably be expected to have a Material Adverse Effect on the Assets;

(p) the Vendor is not a non-resident of Canada within the meaning of the Income Tax Act;

(q) the Vendor is registered for purposes of the GST levied under the ETA and (A) in the case of ZSSC, its registration number is [redacted], and (B) in the case of Zedcor, its registration number is [redacted]; **[REDACTED – relates to GST registration information]**

Material Contracts

(r) the Vendor:

  (i) has made available to the Purchaser true, correct and complete copies of the Material Contracts, including all amendments thereto; and

  (ii) has performed all of the obligations required to be performed by it and is entitled to all benefits under the Material Contracts;

(s) each Material Contract is a valid and binding obligation of the Vendor and is a valid and binding obligation of each other party to such Material Contract. Each Material Contract is enforceable against the Vendor and each other party to such Material Contract in accordance with its terms, is in full force and effect and the Vendor is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. Neither the Vendor, nor any other party to a Material Contract is in default or breach of a Material Contract and there does not exist any event, condition or omission that would constitute such a default or breach with the lapse of time or notice or both. Neither the Vendor nor any of its Affiliates has, in each case, received any notice of default, termination or non-renewal under, or in respect of, a Material Contract. To the knowledge of the Vendor, there are no facts, events, matters or circumstances that would reasonably be expected to result in an event of force majeure under, or the early termination or non-renewal of, any Material Contract;

The Assets and the Business

(t) no Person, other than the Purchaser pursuant to this Agreement, has or will have any written or oral agreement, option, warrant, right, right of first refusal, privilege or any other right, commitment or arrangement of any character, kind or nature whatsoever capable of becoming any of the foregoing for the purchase or other acquisition of the Assets from the Vendor;

(u) Schedule 3.1(u) sets out a complete and accurate list of all locations where the Equipment and Inventory are situated as of the date hereof, including a brief description of each of the Equipment and Inventory at each location;

(v) the Vendor is conducting the Business in compliance with all Applicable Laws and Environmental Laws;

(w) ZSSC is the record and beneficial owner of, and has good and marketable legal and beneficial title to the Assets, free and clear of any and all Encumbrances other than:

  (i) the Permitted Encumbrances; and

  (ii) as of the date of this Agreement, the Bank Charges (which will no longer be Encumbrances on the Assets at the Closing Time);

(x) other than Excluded Assets used in connection with the Business, the Assets constitute all of the property and assets used and held for use in connection with the Business and are sufficient to permit the continued operation of the Business in the same manner as conducted as of the date hereof;

(y) the Equipment is (and will be at Closing) operational and in good working condition and, where applicable or when required under Applicable Law or any Contract, has been certified in accordance with industry practice, which certifications are (and will be at Closing) current and in good standing;

(z) there is no Legal Proceeding in progress or, to the knowledge of the Vendor, pending or threatened, which might reasonably be expected to have a Material Adverse Effect on the Assets;

(aa) there are no outstanding judgments, decrees, orders, rulings or injunctions involving the Assets or relating in any way to the transactions contemplated by this Agreement;

(bb) the aggregate value of the Assets and the gross revenues from sales in or from Canada generated from the Assets, as determined in accordance with Part IX of the *Competition Act* and applicable regulations thereunder, do not exceed $93,000,000;

(cc) Schedule 3.1(cc) contains a complete and accurate list of: (i) the top customers of the Business ("**Customers**") that accounted for 50% or more of the Vendor's revenue since January 1, 2018; and (ii) the suppliers of the Business ("**Suppliers**") since January 1, 2018. As of the date of this Agreement, to the knowledge of the Vendor, no Customer or Supplier listed in Schedule 3.1(cc) has given written notice to the Vendor indicating that such Customer or Supplier intends to cease doing business with the Vendor or modify or change in any material manner any existing arrangement in place with the Vendor;

(dd) Schedule 3.1(dd) lists all of the Licenses and identifies those that, by their terms, are not transferable. The Licenses are the only licenses, permits, approvals or evidences of authority of any Governmental Authority required for the operation of the Business or in respect of the Assets and are held by the Vendor free and clear of any liens. The Vendor is conducting the Business in accordance with all Licenses and in compliance with Applicable Law. All Licenses are valid and are in full force and effect, and the Vendor is not in any violation of any term or provision or requirement of any License, and no Person has threatened to revoke amend or impose any condition in respect of, or commenced proceedings to revoke, amend or impose conditions in respect of, any License. No approval, consent, ruling, authorization, notice, permit, waiver or acknowledgement that may be required from any Person pursuant to Applicable Law or under the terms of any License is required in connection with the Transaction or in order to transfer to the Purchaser any License and to maintain all rights and benefits thereunder in full force and effect and in good standing after Closing;

(ee) the Vendor holds a valid Certificate of Recognition in respect of the Business and the Assets and the Vendor's health and safety management system is in compliance with all health and safety standards established by Alberta Occupational Health and Safety and other Governmental Authorities (if any) applicable to the Business and the Assets. The validity of the Certificate of Recognition held by the Vendor will not be materially affected by, or otherwise terminated following consummation of, the transactions contemplated by this Agreement;

Employees

(ff) Schedule 3.1(ff) contains a complete and accurate list of all of the Employees of the Business who will be offered employment pursuant to Article 5 of this Agreement (the "**Employee List**"). As of the date hereof the Vendor has provided to the Purchaser true, up-to-date and complete copies of all Employee Plans and complete information regarding each of the Employees' position, date of hire, work location, nature of employment (e.g., full-time, part-time or other), employment status (e.g., active, on medical, maternity or other leave and expected return-to-work date), annual salary, hourly wage (if applicable), bonuses, incentives, compensation (including details of any stock options, long-term incentive plans or other performance-based compensation to which the Employee is entitled), annual vacation entitlement in days, accrued and unused vacation days, any other annual paid time off entitlement in days and accrued and unused days of such other paid time off, and other benefits, each of the foregoing as applicable to such Employee, and indicating whether such Employee is subject to any written employment or services agreement or any other written term sheet, letter or other document describing any terms or conditions of employment of such Employee;

(gg) the Vendor is not party to or bound by any collective agreement, labour contract, letter of understanding, letter of intent, voluntary recognition agreement, or legal binding commitment or written communication to any labour union, trade union or employee organization or group which may qualify as a trade union in respect of or affecting Employees, nor is the Vendor subject to any union organization effort, nor is it engaged in any labour negotiation;

(hh) there are no investigations, proceedings, actions, orders or complaints or, to the knowledge of the Vendor, pending or threatened, relating to the Assets, by any Governmental Authority or before any court, employment standards branch, tribunal or labour relations board, occupational health and safety, workers' compensation board or human rights tribunal, related to any current Employees;

(ii) in respect of the Employees, the Vendor has not and is not engaged in any unfair labour practices and there are no unfair labour practice complaints, grievances or arbitration proceedings pending or threatened against the Vendor relating to the Employees;

(jj) no notice has been received by the Vendor of any complaint filed by any of the Employees against the Vendor instituting a proceeding, action, investigation or complaint alleging that the Vendor has violated any employment or labour related Applicable Law;

(kk) with respect to the Employees or the Business, as of the date hereof:

  (i) there are no outstanding inspection orders or stop work orders under applicable occupational health and safety legislation;

  (ii) there are no pending or threatened charges made under any occupational health and safety legislation relating to the Assets; and

  (iii) the Vendor is in all respects in compliance with all orders issued under occupational health and safety legislation and there are no appeals of any such orders currently outstanding;

(ll) the Vendor is in compliance with all terms and conditions of employment and all Applicable Laws in all material respects related to employment, including pay equity, wages, hours of work, overtime, human rights and occupational health and safety, and there are no Claims currently outstanding, pending or threatened with respect to Employees;

(mm) there are no Employees receiving short-term disability, long-term disability or workers' compensation benefits or payments, or on extended sick leave, maternity leave or other leave of absence;

(nn) all amounts due for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits under the Employee Plans have either been paid or are accurately reflected in the Books and Records; all contributions or premiums required to be made by the Vendor to or under each Employee Plan have been made in a timely fashion in accordance with Applicable Law, the terms of the applicable Employee Plan, and the Vendor does not have any actual or potential unfunded liabilities with respect to an Employee Plans;

(oo) except as disclosed in Schedule 3.1(oo), within the ninety (90)-day period prior to the date hereof (and as at the Closing Date), the Vendor has not:

(i) made any material increase in the compensation payable or to become payable to any Employee, including any improvements to bonuses, benefits, severance or termination pay, except as required by Applicable Law or pursuant to any existing employment Contract with an Employee;

(ii) made any bonus or profit-sharing distribution or similar payment of any kind to any Employee except as may be required pursuant to any existing employment Contract; and

(iii) increased the benefits to which the Employees are entitled under any Employee Plan or create any new Employee Plan for any Employee;

(pp) no Employee has provided the Vendor with notice that he or she will resign or retire or cease to provide work or services as a result of the Closing;

Environmental and Regulatory

(qq) the Vendor and its Affiliates (in respect of the Business and the Assets) are in compliance in all material respects with all Applicable Laws, including Environmental Laws, applicable to the Business and the Assets and possess all Licences required for the ownership and use of the Assets and the operation of the Business;

(rr) except as permitted under Applicable Law, neither the Vendor nor any of its Affiliates have, to the knowledge of the Vendor, caused or permitted any releases of Hazardous Substances from or attributable to the Assets and there have been no releases of Hazardous Substances from the Assets that, to the knowledge of the Vendor, require remedial action which remains outstanding pursuant to any Environmental Law;

General

(ss) no Person acting on behalf of the Vendor or any of its Affiliates is or will be entitled to any brokerage fee, commission, finder's fee or financial advisory fee from the Purchaser or any of its Affiliates in connection with the transactions contemplated by the Transaction Documents;

(tt) Schedule 3.1(tt) sets forth a summary of coverage of the insurance policies maintained in respect of the Assets and protecting the Business as of the date hereof (the "**Insurance Policies**"). The Insurance Policies are: (i) sufficient to protect the Assets and Business; and (ii) valid and subsisting and in good standing. There is no default under any Insurance Policy, no claims pending under any Insurance Policy and the Vendor has made available to the Purchaser complete copies of all Insurance Policies; and

(uu) none of the foregoing representations and warranties and no due diligence documentation furnished by or on behalf of the Vendor to the Purchaser in connection with the transactions contemplated by this Agreement contains any untrue statement of a material factor or omits to state any material fact necessary to make any such statement or representation not misleading to a perspective purchaser of the Business and the Assets seeking full information as to the Business and the Assets.

3.2 No Additional Representations or Warranties of the Vendor

The Vendor makes no representation or warranty of any kind or nature, express or implied, except as expressly set forth herein, and in particular, and without limiting the generality of the foregoing, the Vendor expressly negates and disclaims, and will not be liable for, any representations or warranties which may have been made or alleged to have been made in any other document or instrument or in any statement to or information made or communicated to the Purchaser or any of its Representatives in any manner except for those expressly set forth in Section 3.1.

3.3 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Vendor that the following statements are true and correct as of the date hereof, and will be true and correct as of the Closing Date, and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with its execution and delivery of this Agreement and in completing the transactions contemplated by this Agreement:

Corporate Organization and Authority

(a) the Purchaser is a body corporate duly formed and validly existing and in good standing under the Laws of the Province of Alberta and has all requisite corporate capacity, power and authority to carry on its business and to own and operate its assets and no proceedings have been instituted or are pending for the dissolution or liquidation or winding up of the Purchaser;

(b) Opco is a: (i) wholly-owned subsidiary of the Purchaser; and (ii) body corporate duly formed and validly existing and in good standing under the Laws of the Province of Alberta;

(c) the Purchaser has full power, capacity and authority to execute and deliver each Transaction Document to which it is a party and to perform its obligations under the Transaction Documents and to consummate the transactions contemplated hereby and thereby;

(d) the Transaction Documents have been, or will be as of the Closing Date, duly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery thereof by each other party thereto) do or will, as the case may be, constitute valid and binding agreements of the Purchaser, enforceable against it in accordance with their respective terms;

(e) the execution, delivery and performance of the Transaction Documents by the Purchaser, the consummation of the transactions contemplated by the Transaction Documents and the fulfillment of and compliance with the terms and conditions of the Transaction Documents by the Purchaser do not or will not (as the case may be), with the passing of time or the giving of notice or both, contravene, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, permit the acceleration of any obligation under or create in any party the right to terminate, modify or cancel:

(i) any term or provisions of the constituent, charter and other organizational documents of the Purchaser;

(ii) any judgment, decree, order, injunction, award or ruling of any Governmental Authority or arbitration panel to which the Purchaser is a party or by which the Purchaser or any of its assets or properties are bound; or

(iii) any Applicable Laws applicable to the Purchaser;

(f) the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act;

(g) the Purchaser is registered for purposes of the GST and levied under the ETA and its registration number is [redacted]; **[REDACTED – relates to GST registration information]**

(h) there is no requirement of the Purchaser to make any filing with, give any notice to, or obtain any authorization of, or waiver from, any Governmental Authority as a condition to the purchase of the Assets by the Purchaser from the Vendor or completion of the Transaction as contemplated hereunder;

No Legal Proceedings

(i) there is no Legal Proceeding in progress or pending or threatened that challenges or that is reasonably likely to have the effect of preventing, delaying or otherwise interfering with the ability of the Purchaser to perform its obligations hereunder, or that would prevent or delay the Closing;

General

(j) the Purchaser has or will have on the Closing Date, sufficient funds available to it to enable it to pay the Purchase Price to Vendor on the Closing Date and all other amounts to be paid by it in connection with the transactions contemplated by this Agreement;

(k) no Person acting on behalf of the Purchaser or any of its Affiliates is or will be entitled to any brokerage fee, commission, finder's fee or financial advisory fee from the Vendor in connection with the transactions contemplated by this Agreement; and

(l) none of the foregoing representations and warranties and no due diligence documentation furnished by or on behalf of the Purchaser to the Vendor in connection with the transactions contemplated by this Agreement contains any untrue statement of a material factor or omits to state any material fact necessary to make any such statement or representation not misleading to the Vendor seeking full information as to the sale of the Business and the Assets.

3.4 No Additional Representations or Warranties of the Purchaser

The Purchaser makes no representations or warranties of any kind or nature, express or implied, except as expressly set forth herein, and in particular, and without limiting the generality of the foregoing, the Purchaser expressly negates and disclaims, and will not be liable for, any representations or warranties which may have been made or alleged to have been made in any other document or instrument or in any statement to or information made or communicated to the Vendor or any of its Representatives in any manner except for those expressly set forth in Section 3.3.

3.5 Survival of Representations and Warranties of the Vendor

All representations and warranties made by the Vendor in Section 3.1 shall survive the Closing and shall continue in full force and effect as follows:

(a) the representations and warranties set forth in Sections 3.1(a), 3.1(b), 3.1(c), 3.1(d), 3.1(w) and 3.1(x) shall survive the Closing and continue [redacted]; **[REDACTED – relates to the survival period of certain representation and warranties, which is commercially sensitive information]**

(b) the representations and warranties set forth in Sections 3.1(l), 3.1(m), 3.1(p) and 3.1(q) shall survive the Closing and continue [redacted] and after such period, the Vendor shall not have any further Liability hereunder with respect to such representations and warranties except with respect to Claims properly made within such period; and **[REDACTED – relates to the survival period of certain representation and warranties, which is commercially sensitive information]**

(c) all of the other representations and warranties of the Vendor set forth in Section 3.1 shall survive the Closing and continue [redacted] and after such period the Vendor shall not have any further Liability hereunder with respect to such representations and warranties except with respect to Claims properly made within such period; provided that there is no limitation as to time for Claims involving fraud, fraudulent conduct, criminal activity, intentional misrepresentation or willful misconduct and, notwithstanding anything herein to the contrary, the Vendor shall not be excused from any Liability with respect to such Claims. **[REDACTED – relates to the survival period of certain representation and warranties, which is commercially sensitive information]**

3.6 Survival of Representations and Warranties of the Purchaser

All representations and warranties made by the Purchaser in Section 3.3 shall survive the Closing and continue [redacted] and after such period the Purchaser shall not have any further Liability hereunder with respect to such representations and warranties except with respect to Claims properly made within such period; provided that there is no limitation as to time for Claims involving fraud, fraudulent conduct, criminal activity, intentional misrepresentation or willful misconduct and, notwithstanding anything herein to the contrary, the Purchaser shall not be excused from any Liability with respect to such Claims. **[REDACTED – relates to the survival period of certain representation and warranties, which is commercially sensitive information]**

3.7 Survival – Covenants and Agreements

All covenants and agreements of the Parties contained herein shall survive the Closing [redacted]. Notwithstanding the foregoing, any Claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such Claims shall survive until finally resolved or the expiry of the limitation period under Applicable Law, whichever is sooner. **[REDACTED – relates to the survival period of certain covenants, which is commercially sensitive information]**

3.8 No Waiver

No investigations, inspection, surveys or tests made by or on behalf of Purchaser at any time, and no updates to information from the Vendor to the Purchaser pursuant to Section 4.6, shall or shall be deemed to mitigate, affect, modify, waive, diminish the scope of or otherwise affect any representation or warranty made by the Vendor in or pursuant to this Agreement, amend any Schedule hereto or affect any remedies to Purchaser, unless in each case agreed to by the Purchaser in writing.

ARTICLE 4
ADDITIONAL COVENANTS

4.1 Covenants of the Vendor

(a) The Vendor covenants that during the Interim Period, except as otherwise provided in this Agreement, or consented to in writing by the Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned), the Vendor shall conduct the Business in the Ordinary Course and in compliance with Applicable Law and Environmental Laws, and without limiting the generality of the foregoing shall:

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

(ii) not acquire or agree to acquire any material additional assets for the operation of the Business;

(iii) continue in force and good standing all Insurance Policies and, upon the request of the Purchaser, provide reasonable assistance to the Purchaser in obtaining insurance policies, in the name of the Purchaser, in respect of the Assets and protecting the Business substantially equivalent to the coverage(s) provided in the Insurance Policies (the "**Replacement Insurance Policies**");

(iv) comply with its covenants and obligations under the Contracts;

(v) not terminate, cancel, modify, amend or waive any provision under, or take or fail to take any action which would entitle any party to the Contracts to terminate, cancel, modify, amend or waive any provision under the Contracts;

(vi) not make any increase in the compensation payable or to become payable to any Employee, including any improvements to bonuses, benefits, severance or termination pay, except as required by Applicable Law;

(vii) not modify or make any new bonus or profit-sharing distribution or similar payment of any kind to any Employee that has not been expressly disclosed to the Purchaser prior to the date hereof;

(viii) not increase or modify the benefits to which the Employees are entitled under any Employee Plan or create any new Employee Plan for any Employee;

(ix) not take any action which would cause any of the representations and warranties in Section 3.1 to become untrue on the Closing Date;

(x) use commercially reasonable efforts to obtain all Third Party Consents and Approvals prior to Closing;

(xi) maintain and otherwise not make any alternations or amendments to, or take or fail to take any action which would entitle Alberta Occupational Health and Safety or any other Governmental Authority (if applicable) to terminate, cancel, modify or amend, its Certificate of Recognition; and

(xii) provide commercially reasonable assistance to, and otherwise cooperate with, the Purchaser to:

(A) obtain a small employer Certificate of Recognition for the Business and the Assets prior to Closing, and thereafter maintain such small employer Certificate of Recognition until such time as the Purchaser successfully transitions to obtaining a standard Certificate of Recognition; and

(B) advance the development and implementation of a health and safety management system necessary for the Purchaser to obtain both a small employer Certificate of Recognition prior to Closing and a standard Certificate of Recognition for the Business and the Assets post-Closing.

4.2 Covenants of the Purchaser

(a) The Purchaser covenants and agrees that during the Interim Period, except as otherwise provided in this Agreement, or consented to in writing by the Vendor (which consent shall not be unreasonably withheld, delayed or conditioned), that:

(i) the Purchaser will comply with Privacy Law in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser will collect Transaction Personal Information prior to the Closing only for purposes related to the transactions contemplated by this Agreement and as is necessary to determine whether to proceed with such transactions in connection with its investigations of the Business, the Assets, the Vendor and, if the Purchaser does not elect to terminate this Agreement as provided herein, for the completion of such transactions;

(ii) the Purchaser will protect and safeguard Transaction Personal Information against unauthorized collection, use or disclosure, as provided by Privacy Law;

(iii) the Purchaser will cause its Representatives assisting the Purchaser with purposes related to the transactions contemplated by this Agreement who collect Transactional Personal Information to observe the terms of this Section 4.2 and to protect and safeguard the Transaction Personal Information in their possession; and

(iv) if the Vendor or the Purchaser terminates this Agreement as provided herein, the Purchaser will promptly destroy or deliver to the Vendor all Transaction Personal Information in its possession or in the possession of any of its Representatives, including all copies, reproductions, summaries or extracts thereof.

4.3 Filings with Governmental Authorities

Each of the Parties, as promptly as practicable after the execution of this Agreement, shall: (a) make, or cause to be made, all filings and submissions under all Applicable Laws that are required for it to consummate the purchase and sale of the Assets in accordance with the terms of this Agreement; and (b) use its commercially reasonable efforts to take, or cause to be taken, all other actions which are necessary or advisable in order for it to fulfil its obligations under this Agreement.

4.4 Ancillary Conveyance Documents

The Vendor shall prepare the Ancillary Conveyance Documents and the Parties shall use reasonable commercial efforts to ensure such Ancillary Conveyance Documents are available for execution and delivery at Closing.

4.5 Actions to Satisfy Closing Conditions

(a) Each Party shall use or cause its Affiliates to use its commercially reasonable efforts so as to ensure compliance with all conditions set forth in Article 7 which are for the benefit of the other Party.

(b) The Parties will co-operate in exchanging such information and providing such assistance as may be reasonably required in connection with the foregoing.

4.6 Disclosure

During the Interim Period:

(a) the Vendor shall promptly disclose in writing to the Purchaser:

(i) upon any of the representations or warranties of the Vendor contained herein becoming untrue or incorrect;

(ii) any fact or any change in the business, operations, affairs, assets, Liabilities, financial condition or prospects of the Business or the Assets that could have a Material Adverse Effect on the Assets;

(iii) any failure of the Vendor to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder;

(iv) any new Contracts, and any termination of, material change or notice of breach under any Contract;

(v) details of any loss of or material damage or impairment to any Equipment or Inventory by fire, other acts of God or theft;

(vi) details regarding the termination or resignation of any Employee, or any leave of absence related to any Employee;

(vii) details of any repairs made on the Assets and report on the scope, timing and budget in respect thereof;

(viii) any material operational decisions in respect of the Assets or the Business, and otherwise periodically report at reasonable intervals, and in any event no less than bi-weekly, to Purchaser concerning the state of the Assets and the Business, including notifying Purchaser of any material occurrences; and

(ix) to the extent applicable, details of any applications, notices, filings, submissions, correspondence and communications of any material nature (including any responses to requests for information and inquiries from any Governmental Authority) that were submitted to a Governmental Authority in respect of obtaining any Third Party Consents and Approvals or as otherwise required to consummate the Transaction,

provided that delivery of any notice or disclosure to the Purchaser pursuant to this Section 4.6(a) shall not limit or otherwise affect any remedies available to the Purchaser; and

(b) the Purchaser shall promptly disclose in writing to the Vendor:

(i) upon any of the representations or warranties of the Purchaser contained herein becoming untrue or incorrect; and

(ii) any failure of the Purchaser to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

ARTICLE 5
EMPLOYEES

5.1 Employees

(a) The Purchaser shall cause Opco to offer employment to all of the Employees.

(b) The Purchaser and Opco (the Purchaser and Opco together, solely for purposes of this Article 5, the "**Purchaser Parties**") and the Vendor shall reasonably cooperate with each other to deliver offers of employment (conditional and effective on completion of the transactions contemplated by this Agreement) (the "**Offer**") to each Employee as follows:

(i) each Offer shall be on terms and conditions that are, in the aggregate, substantially similar to the Employee's total compensation with the Vendor as of the Closing Date, including the Employee Plans (the "**Transferred Employee Compensation**"). In each case, the Purchaser shall cause Opco to recognize the length of service of the Employee with the Vendor for all purposes, including related to the termination of employment, and the Offer shall confirm that Opco will be recognizing the length of service of the Employee with the Vendor for all purposes; and

(ii) each Offer shall be delivered no later than [redacted], by e-mail or hand delivery using the contact information for the Employees provided by the Vendor prior to the date hereof, and shall remain open for acceptance for a period of [redacted] ("**Offer Acceptance Period**"). **[REDACTED – relates to Employees and Offer delivery and acceptance information]**

(c) The Vendor shall cooperate with the Purchaser Parties in providing such information as the Purchaser may reasonably request to make the Offers and shall permit Opco to deliver Offer letters to each Employee in the form and manner as mutually agreed by the Parties. Neither Party will attempt to discourage any Employee from accepting the Offer.

(d) Each Employee who accepts an Offer is referred to as a "**Transferred Employee**". Upon the expiry of the Offer Acceptance Period, the Purchaser Parties shall inform the Vendor of the names of all Employees who did not accept an Offer.

(e) The Vendor shall be solely responsible for, and agrees that the Purchaser Parties shall have no obligations whatsoever for any compensation or other amounts payable to Transferred Employees for hourly pay, commission, salary, accrued vacation, fringe benefits, pension or profit sharing benefits (if they are entitled to any before the Closing Date) for any period of service with the Vendor prior to the Effective Time on the Closing Date, and the Vendor shall pay all such amounts to all entitled Persons on or promptly following the Closing Date in accordance with Vendor's normal pay period for such entitled Persons.

(f) Subject to Section 5.1(e), with respect to the Transferred Employees, the Purchaser shall cause Opco to be responsible for all wages, bonuses, earned vacations, vacation pay, sick leave, termination and severance pay (recognizing prior years of service), other remuneration, benefits and any other liabilities or obligations following the Closing Date, including but not limited to under the Purchaser Employee Plans.

5.2 Employee Plans

(a) The participation of Transferred Employees in the Employee Plans will cease as of the Effective Time on the Closing Date and the Vendor shall, other than as specifically stated in this Agreement, cease to have any Liability or obligation to the Transferred Employees under the Employee Plans as of such date and time unless otherwise agreed to in writing by the Parties. The Purchaser Parties will not assume any of the Employee Plans and will have no obligations or Liabilities under such Employee Plans.

(b) Effective as of the Effective Time on the Closing Date, the Purchaser shall cause Opco to provide the Transferred Employees with employee plans that are part of the Transferred Employee Compensation (the "**Purchaser Party Employee Plans**"), unless otherwise agreed to in writing by the Parties.

(c) The Purchaser Party Employee Plans shall provide benefits and contain terms and conditions, in the aggregate, that are substantially similar to the Employee Plans.

(d) Periods of employment with the Vendor, to the extent recognized under the Employee Plans immediately before the Closing Date, shall be taken into account for purposes of determining, as applicable, eligibility for participation, early retirement and subsidy, distributions, vestings and continued benefit accrual of any Transferred Employee under the Purchaser Party Employee Plans upon and after the Effective Time on the Closing Date.

5.3 Employee Information

Subject to compliance with Privacy Law, the Vendor will provide the Purchaser with such information in the Vendor's possession or control with respect to the Employees as the Purchaser may reasonably request for the purposes of causing Opco to offer employment to such Employees in accordance with this Agreement.

ARTICLE 6
NON-ASSIGNED ASSETS

6.1 Non-Assigned Assets

(a) Nothing in this Agreement will be construed as an assignment of, or an attempt to assign to the Purchaser, any Assets or Licences which, as a matter of Law or by their terms, are:

(i) not assignable; or

(ii) not assignable without first obtaining a Third Party Consent and Approval, unless such consent has been obtained.

(b) Nothing in this Agreement will be construed as an assignment of, or an attempt to assign to the Purchaser any of the Contracts where the third party to such Contract has agreed to enter into an arrangement with the Purchaser after the Closing Date to provide the Purchaser with the benefit of the Contracts or replacement Contracts in respect thereof.

(c) Subject to Section 6.1(e), if any of the Assets are not assignable, have not been assigned or are only assignable with a Third Party Consent and Approval and such Third Party Consent and Approval has not been obtained at or prior to the Closing (the "**In-Trust Assets**"), and provided that Closing occurs, then until [redacted]: **[REDACTED – relates to the assignment and holding period of the In-Trust Assets, which is commercially sensitive information]**

(i) the Vendor shall make all commercially reasonable efforts, in co-operation with the Purchaser, to assign such In-Trust Assets or otherwise secure such Third Party Consent(s) and Approval(s) required in connection with the assignment of the In-Trust Assets to the Purchaser as expeditiously as possible;

(ii) pending the effective transfer of the In-Trust Assets, the Vendor shall hold all legal title, rights or entitlements that the Vendor has in the In-Trust Assets in trust for the exclusive benefit of the Purchaser. The Purchaser will indemnify, defend and save harmless the Vendor from and against all Loss suffered or incurred by the Vendor arising as a result of, in connection with, or relating to, any acts or omissions of the Vendor made on behalf of the Purchaser pursuant to this Section 6.1(c)(ii) or Section 6.1(c)(iii), except to the extent that such Loss was caused by the willful misconduct or gross negligence of the Vendor;

(iii) the Vendor will ensure that the In-Trust Assets remain secured in a manner consistent with the Vendor's current practices, and shall, at the request of the Purchaser, deal with the In-Trust Assets (including executing and delivering all such instruments and agreements relating to such Assets) or any interest therein, at any time and from time to time, in such manner as the Purchaser may reasonably direct; and

(iv) the Vendor shall receive and hold all revenues, proceeds, benefits and advantages paid or accruing in respect of the In-Trust Assets for the Purchaser and will promptly account to the Purchaser for any money or other consideration paid to or to the order of the Vendor in connection with such In-Trust Assets,

provided that, [redacted], the Vendor shall have no further obligations with respect to the assignment of such In-Trust Assets. **[REDACTED – relates to the assignment and holding period of the In-Trust Assets, which is commercially sensitive information]**

(d) Upon the reasonable request of the Vendor, the Purchaser shall (at the Vendor's cost and expense) reasonably cooperate with and assist the Vendor during the Interim Period in order to obtain all consents required to permit the assignment of the Assets. In particular, the Purchaser shall provide to the applicable third parties under the Contracts included in the Assets all such information relating to the Purchaser as may be reasonably required by such Persons in order to obtain the consents of such Persons to the transfer of such Assets to the Purchaser.

(e) The Vendor shall not be obliged to commence arbitration or any other legal proceeding or make any payments to third parties other than any administrative, processing or similar fees or any other amounts contemplated by the particular In-Trust Assets in connection with the assignment thereof to the Purchaser pursuant hereto.

ARTICLE 7
CONDITIONS

7.1 Conditions to the Obligations of the Purchaser

Notwithstanding anything herein contained, the obligations of the Purchaser to complete the transactions provided for herein on the Closing Date shall be subject to the satisfaction or waiver of the following conditions:

(a) *Representations and Warranties*. The representations and warranties of the Vendor contained in this Agreement will be true and accurate on the date hereof and at the Closing Time with the same force and effect as though such representations and warranties had been made as of the Closing Time (regardless of the date as of which the information in this Agreement or in any Schedule or other document made pursuant hereto is given).

(b) *Covenants*. The Vendor will have performed and complied with all covenants and agreements herein agreed to be performed or caused to be performed by it at or prior to the Closing Date.

(c) *No Prohibition*. No order, decision or ruling of any court, tribunal or Governmental Authority having jurisdiction will have been made, and no action or proceeding will be pending or threatened which would result in an order, decision or ruling to disallow, prohibit or impose any limitations or conditions on the transfer of the Assets to the Purchaser as contemplated hereby.

(d) *No Material Adverse Effect*. At Closing, no change which would constitute a Material Adverse Effect shall have occurred during the Interim Period.

(e) *Closing Deliverables*. At Closing, the Vendor will have delivered all items which it is required to deliver pursuant to Section 8.2.

(f) *Consents and Approvals*. Other than with respect to the Leased Vehicles, the Vendor will have obtained all of the Third Party Consents and Approvals prior to the Closing Date.

(g) *Key Employees*. Accepted Offers from the Key Employees shall have been received prior to the Closing Date.

(h) *Insurance*. Replacement Insurance Policies shall have been obtained so as to take effect following the Effective Time on the Closing Date.

(i) *Delivery of Books and Records*. Except as otherwise provided in this Agreement, the Vendor shall have delivered to the Purchaser copies of all Books and Records together with any agreements and documents in its possession to which the Assets are subject along with copies of the Material Contracts, certifications, and maintenance and repair logs related to the Assets which are in the possession of the Vendor or of which it gains possession prior to Closing.

(j) *Small Employer Certificate of Recognition*. A small employer Certificate of Recognition in the name of Opco shall have been obtained prior to the Closing Date.

7.2 Purchaser Efforts

The Purchaser shall take all such actions, steps and proceedings as are reasonably within the Purchaser’s control as may be necessary to ensure that the conditions precedent contained in Section 7.1 are fulfilled prior to the applicable dates set out in Section 7.1.

7.3 Waiver by the Purchaser

The conditions precedent contained in Section 7.1 are inserted for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part by written notice to the Vendor on or before the Closing Date.

7.4 Conditions to the Obligations of the Vendor

Notwithstanding anything herein contained, the obligations of the Vendor to complete the transactions provided for herein on the Closing Date shall be subject to the satisfaction or waiver of the following conditions:

(a) *Representations and Warranties*. The representations and warranties of the Purchaser contained in this Agreement will be true and accurate on the date hereof and at the Closing Time with the same force and effect as though such representations and warranties had been made as of the Closing Time (regardless of the date as of which the information in this Agreement or in any Schedule or other document made pursuant hereto is given).

(b) *Covenants*. The Purchaser will have performed and complied with all covenants and agreements herein agreed to be performed or caused to be performed by it at or prior to the Closing Date.

(c) *No Prohibition.* No order, decision or ruling of any court, tribunal or Governmental Authority having jurisdiction will have been made, and no action or proceeding will be pending or threatened which would result in an order, decision or ruling to disallow, prohibit or impose any limitations or conditions on the transfer of the Assets to the Purchaser as contemplated hereby.

(d) *Closing Deliverables*. At Closing, the Purchaser will have delivered all items which it is required to deliver pursuant to Section 8.3.

7.5 Vendor Efforts

The Vendor shall take all such actions, steps and proceedings as are reasonably within the Vendor's control as may be necessary to ensure that the conditions precedent contained in Section 7.4 are fulfilled prior to the applicable dates set out in Section 7.4.

7.6 Waiver by the Vendor

The conditions precedent contained in Section 7.4 are inserted for the exclusive benefit of the Vendor and may be waived by the Vendor in whole or in part by written notice to the Purchaser on or before the Closing Date.

ARTICLE 8
CLOSING

8.1 Closing Arrangements

Subject to the terms and conditions hereof, the Closing shall be completed on or before 5:00pm (Calgary time) on the first (1st) Business Day after the Conditions Satisfaction Date occurs, or such other time as the Parties agree in writing (the "**Closing Time**"), by electronic closing, or at such other place and in such manner as will be mutually agreed to by the Parties in writing.

8.2 Deliveries by the Vendor

At or before the Closing Date, the Vendor will execute and will deliver, or cause to be delivered, to the Purchaser, all agreements, instruments, notices, certificates and other documents and items which are to be delivered by the Vendor pursuant to the provisions of this Agreement, in form satisfactory to the Purchaser, acting reasonably, including:

(a) subject to Section 6.1, all Vendor Ancillary Documents required to be delivered on or before the Closing and all such documentation or other evidence as the Purchaser may request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith, including a certificate, signed by a duly authorized officer of Vendor and dated the Closing Date, to the effect that the conditions set forth in Section 7.1(a), Section 7.1(b), Section 7.1(c), and Section 7.1(d) have been satisfied;

(b) a duly executed copy of the Maynbridge Consent;

(c) a duly executed copy of the Bill of Sale and General Conveyance;

(d) a duly executed copy of the Name Use Agreement;

(e) a duly executed copy(ies) of the Non-Competition Agreements;

(f) a duly executed copy of the Management Services Agreement;

(g) the Zedcor Inc. Shareholder Approval, the TSX-V Approval, the Maynbridge Consent, the [redacted] Consent and No-Interest Letter and, subject to Section 6.1, a copy of each other written Third Party Consent and Approval that has been obtained as of the Closing Date; **[REDACTED – relates to a third party, which is commercially sensitive information]**

(h) copies of the Employee information referred to in Section 3.1(ff) for each of the Transferred Employees;

(i) a duly executed copy of the Direction to Pay;

(j) a receipt for the Purchase Price;

(k) subject to Section 6.1, possession of the Assets (including miscellaneous title documents and any and all other items or indicia of title to enable the Purchaser to take title to, and possession of, the Assets);

(l) the section 167 ETA election contemplated in Section 2.9(c); and

(m) all such other documents and instruments as the Purchaser may reasonably require.

8.3 Deliveries by the Purchaser

At or before the Closing Date, the Purchaser will execute and deliver, or cause to be delivered, to the Vendor, all agreements, instruments, notices, certificates and other documents and items which are to be delivered by the Purchaser pursuant to the provisions of this Agreement, in form satisfactory to the Vendor, acting reasonably, including:

(a) all Purchaser Ancillary Documents required to be delivered on or before the Closing and all such documentation or other evidence as the Vendor may reasonably request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith, including a certificate, signed by a duly authorized officer of Purchaser and dated the Closing Date, to the effect that the conditions set forth in Section 7.4(a), Section 7.4(b), and Section 7.4(c) have been satisfied;

(b) a duly executed copy of the Maynbridge Consent;

(c) a duly executed copy of the Maynbridge Release;

(d) a duly executed copy of the Bill of Sale and General Conveyance;

(e) a duly executed copy of the Name Use Agreement;

(f) a duly executed copy of the Management Services Agreement;

(g) a duly executed copy(ies) of the Non-Competition Agreements;

(h) a duly executed copy of the lease agreement to be entered into by [redacted], as lessor, and Opco, as lessee, for certain real property in Grande Prairie, Alberta; **[REDACTED – relates to a third party, which is commercially sensitive information]**

(i) payment of the Purchase Price, by electronic funds transfer to an account or accounts designated in writing prior to Closing, pursuant to the Direction to Pay;

(j) the section 167 ETA election contemplated in Section 2.9(c); and

(k) all such other documents and instruments as the Vendor may reasonably require.

8.4 Termination

This Agreement may be terminated at any time prior to the Closing Time upon the occurrence of any of the following:

(a) by mutual written agreement of the Vendor and the Purchaser;

(b) a condition precedent in favour of a Party has not been satisfied or waived by such Party pursuant to and in accordance with Article 7 by the Outside Date and such Party otherwise entitled to terminate this Agreement as a result thereof has delivered written notice of termination pursuant to Article 7 (provided that the terminating Party has not failed to satisfy a Closing condition under or otherwise breached this Agreement);

(c) Closing shall not have occurred on or prior to the Outside Date and either of the Parties shall have delivered written notice of termination to the other Party terminating this Agreement as a result thereof (provided that the terminating Party has not failed to satisfy a Closing condition under this Agreement);

(d) by the Vendor upon notice to the Purchaser if a material breach by the Purchaser of its obligations under this Agreement has occurred (including without limitation any action or inaction by the Purchaser contrary to its obligations hereunder as reasonably necessary to cause the fulfillment of the conditions to Closing in favour of the Vendor); or

(e) by the Purchaser upon notice to the Vendor if a material breach by the Vendor of its obligations under this Agreement has occurred (including without limitation any action or inaction by the Vendor contrary to its obligations hereunder as reasonably necessary to cause the fulfillment of the conditions to Closing in favour of the Purchaser).

8.5 Effect of Termination

If this Agreement is terminated pursuant to Section 8.4:

(a) except as contemplated by this Section 8.5, such termination shall be without Liability of a Party to the other Party, or to any of their Representatives, and the Parties shall be released from any and all of their obligations under this Agreement;

(b) in the event Closing does not occur or in the event the right to terminate arises pursuant to Section 8.4(d), in each case if the Purchaser did not have the right to terminate pursuant to Section 8.4(e) prior to the Closing Time and such failure of Closing or termination pursuant to Section 8.4(d) results from a failure of the Purchaser to perform or observe in any material respect any of the covenants or agreements to be performed by it hereunder, the Purchaser shall remain fully liable for any and all Losses or Liabilities sustained or incurred by the Vendor directly or indirectly as a result thereof;

(c) in the event Closing does not occur or in the event the right to terminate arises pursuant to Section 8.4(e), in each case if the Vendor did not have the right to terminate pursuant to Section 8.4(d) prior to the Closing Time and such failure of Closing or termination pursuant to Section 8.4(e) results from a failure of the Vendor to perform or observe in any material respect any of the covenants or agreements to be performed by it hereunder, the Vendor shall remain fully liable for any and all Losses or Liabilities sustained or incurred by the Purchaser directly or indirectly as a result thereof; and

(d) Sections 12.1 and 12.2 and Article 10 shall survive such termination and remain in effect and be binding and enforceable in accordance with their terms.

ARTICLE 9
INDEMNIFICATION

9.1 Indemnity by the Vendor

Subject to Section 7.4, the Vendor hereby agrees to indemnify and save harmless the Purchaser's Indemnified Parties from and against any Claims, Losses and Liabilities which may be made or brought against the Purchaser's Indemnified Parties or which the Purchaser's Indemnified Parties may suffer or incur as a result of, in respect of or arising out of:

(a) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by the Vendor contained in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby;

(b) any non-performance or non-fulfillment of any covenant or agreement on the part of the Vendor contained in the Transaction Documents or in any document or certificate given in order to carry out the transactions contemplated hereby;

(c) any Excluded Asset or any Excluded Liabilities;

(d) any Legal Proceeding to which the Vendor or any of its Affiliates is a party at any time on or prior to the Closing Date, or to which it becomes a party after the Closing Date arising from facts or circumstances that existed at any time at or prior to the Closing Date; and

(e) any third party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Vendor or any of its Affiliates conducted, existing or arising on or before the Closing Date.

For greater certainty, and without limiting the generality of the provisions of Article 9, the indemnity provided in Sections 9.1(a) through 9.1(e) shall extend to any Losses arising from any act, omission or state of facts that occurred or existed prior to the Closing Time, and whether or not disclosed in any Schedule to this Agreement. The rights to indemnification of the Purchaser's Indemnified Parties under this Section 9.1 shall apply notwithstanding any inspection or inquiries made by or on behalf of any of the Purchaser's Indemnified Parties, or any knowledge acquired or capable of being acquired by any of the Purchaser's Indemnified Parties (whether before or after the execution and delivery of this Agreement and whether before or after Closing). The waiver of any condition based upon the accuracy of any covenant shall not affect the right to indemnification, reimbursement or other remedy based upon such representation, warranty or covenant.

9.2 Indemnity by the Purchaser

Subject to Section 7.1, the Purchaser hereby agrees to indemnify and save harmless the Vendor's Indemnified Parties from and against any Claims, Losses and Liabilities which may be made or brought against the Vendor's Indemnified Parties or which the Vendor's Indemnified Parties may suffer or incur as a result of, in respect of or arising out of:

(a) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by the Purchaser contained in this Agreement or contained in any document or certificate, given in order to carry out the transactions contemplated hereby;

(b) any non-performance or non-fulfillment of any covenant or agreement on the part of the Purchaser contained in the Transaction Documents or in any document or certificate given thereby in order to carry out the transactions contemplated hereby; and

(c) the assumption by the Purchaser of the Assumed Liabilities or the Assets.

9.3 Limitations

Notwithstanding anything herein to the contrary:

(a) payments by an Indemnifying Party under Section 9.1 and Section 9.2 in respect of any Claims, Losses or Liabilities shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Indemnified Party in respect of any such claim, less any related costs and expenses, including the aggregate cost of pursuing any related insurance claims and any related increases in insurance premiums or other charge-backs (it being agreed that neither Party shall have any obligation to seek to recover any insurance proceeds in connection with making a claim under this Article 9 and that, promptly after the realization of any insurance proceeds, indemnity, contribution or other similar payment, the Indemnified Party shall reimburse the Indemnifying Party for such reduction in Claims, Losses or Liabilities for which the Indemnified Party was indemnified before the realization of reduction of such Claims, Losses or Liabilities);

(b) payments by an Indemnifying Party under Section 9.1 and Section 9.2 in respect of any Claims, Losses or Liabilities shall be: (i) reduced by an amount equal to any Tax benefit actually realized as a result of such Loss by the Indemnified Party; and (ii) increased by an amount equal to any Tax imposed on the receipt of such indemnity payment;

(c) the obligation of the Vendor to indemnify the Purchaser pursuant to Section 9.1 is applicable only if the aggregate of all Claims, Losses or Liabilities suffered or incurred by the Purchaser is in excess of [redacted]. Subject to Section 9.3(d), if the aggregate of all Claims, Losses or Liabilities suffered or incurred by the Purchaser exceeds the amount of [redacted], the Vendor shall be obliged to indemnify the Purchaser for all Claims, Losses or Liabilities, including the Claims, Losses or Liabilities up to and including the amount of [redacted]; and **[REDACTED – relates to the indemnity threshold, which is commercially sensitive information]**

(d) the maximum aggregate liability of the Vendor for all Claims, Losses or Liabilities pursuant to this Article 9 shall not exceed [redacted]. **[REDACTED – relates to the indemnity cap, which is commercially sensitive information]**

9.4 Procedure – Indemnities

Any Indemnified Party seeking indemnification will give reasonably prompt written notice thereof to the Indemnifying Party from whom indemnification is sought (the "**Indemnification Notice**"). The Indemnification Notice will provide detailed particulars as to the nature and amount of the Claim and the basis upon which it is sought. If the Indemnified Party fails to give such prompt notice, such failure shall not relieve the Indemnifying Party of its indemnification obligations, except to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. The Indemnifying Party shall have thirty (30) days after its receipt of such Indemnification Notice to respond in writing to same. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Claim detailed in the Indemnification Notice and whether and to what extent any amount is payable in respect of same. If the Indemnifying Party does not so respond within such thirty (30)-day period, the Indemnifying Party shall be deemed to have rejected such Claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

9.5 Indemnification Procedures for Third Party Claims

(a) In the case of Claims made by a third party with respect to which indemnification is sought, the Indemnified Party will give prompt written notice to the Indemnifying Party of any such Claims made upon it. If the Indemnified Party fails to give such prompt written notice, such failure shall not relieve the Indemnifying Party of its indemnification obligations, except to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure.

(b) The Indemnifying Party will have the right to participate in, or by written notice to the Indemnified Party given not later than thirty (30) days after receipt of the notice described in Section 9.5(a), to assume the control of the defence of the Claim; provided that such assumption will, by its terms, be without cost or expense to the Indemnified Party and provided the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Section 9.5 in respect of that Claim.

(c) Upon the assumption of control of any Claim by the Indemnifying Party as set out in Section 9.5(b), subject to Section 9.5(d) it will have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counter-claims pertaining to any such third party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defence of any third party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defence thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party; provided that, if in the reasonable opinion of counsel to the Indemnified Party: (i) there are legal defences available to an Indemnified Party that are different from, or additional to, those available to the Indemnifying Party; or (ii) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. Vendor and Purchaser shall co-operate with each other in all reasonable respects in connection with the defence of any third party Claim, including making available records relating to such third party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defence of such third party Claim.

(d) Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any third party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 9.5(d). If a firm offer is made to settle a third party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such third party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within twenty (20) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such third party Claim and, in that event, the maximum liability of the Indemnifying Party as to such third party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defence of such third party Claim, the Indemnifying Party may settle the third party Claim upon the terms set forth in such firm offer to settle such third party Claim. If the Indemnified Party has assumed the defence under Section 9.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(e) If the Indemnifying Party elects not to compromise or defend such third party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement or fails to diligently prosecute the defence of such third party Claim, the Indemnified Party may, subject to Section 9.5(d), pay, compromise, defend such third-party Claim and seek indemnification for any and all Losses (which for certainty shall include all loss of profits, indirect, incidental, punitive and consequential damages) based upon, arising from or relating to such third party Claim.

9.6 Duty to Mitigate

Nothing in this Agreement will in any way restrict or limit or expand the general obligation at Law of an Indemnified Party to mitigate any damages which it may suffer or incur by reason of the breach by an Indemnifying Party of any representation, warranty or covenant of the Indemnifying Party under this Agreement.

9.7 Exclusive Remedy

(a) Subject to Section 12.6, the Parties acknowledge and agree that their exclusive remedy with respect to any and all Claims (other than those arising from fraud or fraudulent conduct, criminal activity or wilful misconduct on the part of a Party in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter hereof, shall be under the indemnification provisions set forth in this Article 9, but are not, for clarity, the exclusive remedy under any documents delivered pursuant to this Agreement.

(b) Each Party hereby waives, to the fullest extent permitted under Law, any and all rights, Claims and remedies for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement (but not under any documents delivered pursuant to this Agreement) it may have against the other Party arising under or based upon any Law, except under the indemnification provisions set forth in this Article 9. Nothing in this Section 9.7 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraud or fraudulent conduct, criminal activity or willful misconduct.

9.8 Right to Set-Off

Either Party shall be entitled to set off the amount of any Losses subject to indemnification under this Agreement against any other amounts such Party determines in good faith to be payable by it to the other Party under this Agreement (including, for greater certainty, any Contingent Payment), the Management Services Agreement or otherwise.

9.9 Tax Status of Indemnification Payments

All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

9.10 Limitations Act

The Parties acknowledge and agree that an obligation under this Agreement to provide written notice of a Legal Proceeding within the periods and in a manner specified under this Agreement is intended by the Parties as a limitation of Liability that represents a fair and equitable allocation of the risks and Liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of section 7(2) of the *Limitations Act* (Alberta).

ARTICLE 10
CONFIDENTIALITY

10.1 Confidentiality

(a) For the purpose of this Agreement, "**Confidential Information**" means all information that has been or will be disclosed by the Disclosing Party or its Representatives to the Recipient or its Representatives in connection with the transactions contemplated by this Agreement which information includes but is not limited to information regarding the Disclosing Party's business, operations, strategies, activities, customers, suppliers, products, services, specifications and developments, procedures, apparatus, equipment, equipment designs, engineering drawings, marketing, pricing, costs, sales, sales techniques, policies, procedures, business plans and strategies, finances, financial records, data, financial statements, Tax Returns, books and records, computer software and information technology, Contracts, formulations, techniques, skills, inventions (whether patentable or not), designs, devices, know-how, and other proprietary information or trade secrets, which is provided by the Disclosing Party or its Representatives or advisors to the Recipient or any of its Representatives, in any tangible or intangible form, including, but not limited to, written and verbal communications, samples and computer and other electronic media. "Confidential Information" will also include notes, summaries, work papers, reports, analyses, documents, copyrights, publications, plans, drawings and other materials prepared in whole or in part by the Recipient or any of its Representatives using the Confidential Information or containing the Confidential Information (the "**Notes**"). Confidential Information will not include information which:

(i) is or becomes publicly known and such public knowledge or disclosure is not the result of any act or failure to act on the part of the Recipient or any of its Representatives;

(ii) is lawfully known to the Recipient or its Representatives at the time of disclosure;

(iii) is information independently developed by the Recipient or its Representatives without the use of the Confidential Information;

(iv) is information disclosed by a third party to the Recipient or its Representatives, as established by the Recipient using printed and dated materials in the possession of the Recipient or its Representatives, as applicable; provided that such third party is not under a duty to keep such disclosed information confidential; or

(v) is disclosed following receipt of the written consent of the Disclosing Party prior to such disclosure being made.

For the purpose of this Section 10.1(a), Confidential Information which is specific will not be determined to be within the foregoing exceptions, merely because it is embraced by general information in the public knowledge or in the possession of the Recipient or its Representatives. Any combination of data which comprises part of the Confidential Information will not be determined to be within the foregoing exceptions, merely because the individual parts of that data are in the public knowledge or in the prior possession of the Recipient or its Representatives unless the combination itself is in the public knowledge or in the prior possession of the Recipient or its Representatives.

(b) Each Party, as a Recipient, hereby covenants and agrees that it will:

(i) hold the Confidential Information in the strictest of confidence and take all reasonable measures available to it and, in any event, not less than the same degree of care as it treats its own confidential information of like importance to avoid unauthorized disclosure or unauthorized use;

(ii) not disclose the Confidential Information to a third party, or otherwise distribute or disseminate, in any form or medium, the Confidential Information to a third party, except as permitted hereunder, without the prior written consent of the Disclosing Party; and

(iii) use the Confidential Information solely for the purpose of the completion of the transactions contemplated by this Agreement and for no other purpose.

(c) Each Party may disclose Confidential Information only to those of its Representatives who need to know such Confidential Information for the purpose of implementing the transaction contemplated by this Agreement, but only if such Representatives are advised of the confidential nature of the Confidential Information and the terms of this Section 10.1 and are either bound by a written agreement of confidentiality or by a legally enforceable code of professional responsibility to protect the confidentiality of the Confidential Information. Each Party will be responsible for any breaches of this Section 10.1 by its Representatives. None of the Parties will use, or permit its Representatives to use, Confidential Information for any other purpose or in any way that is, directly or indirectly, detrimental to the other Party.

(d) If any Party or any of its Representatives is legally required to or is requested or required by any tax, judicial, supervisory, regulatory or other governmental body to disclose all or any part of the Confidential Information, such Party will, to the extent permitted pursuant to Applicable Law:

(i) promptly notify the other Party of the request or requirement;

(ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement; and

(iii) if requested by any other Party, reasonably cooperate to seek a protective order or other appropriate remedy.

(e) If a protective order or other remedy is not available, or if the other Party waives compliance with the provisions of this Section 10.1, the Party receiving the request for disclosure or its Representatives, as the case may be, may disclose to the Person requiring disclosure only that portion of the Confidential Information which such Party is advised by written opinion of counsel is legally required to be disclosed, and such Party will not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Party or its Representatives not permitted by this Agreement.

(f) Nothing in this Agreement shall be construed as granting to the Recipient, expressly or by implication, any licence or other rights in Confidential Information of the Disclosing Party.

(g) Following the termination of this Agreement or the completion of the Closing, as applicable, other than Confidential Information that is transferred to the Purchaser as part of the acquisition of the Assets, each Party will (and will cause each of its Representatives to):

(i) return promptly to the other Party or otherwise destroy all physical copies of the Confidential Information, excluding Notes, then in such Party's possession or in the possession of its Representatives; and

(ii) destroy all electronic copies of the Confidential Information, and Notes (including electronic copies thereof) prepared by such Party or any of its Representatives, including electronic back-ups of the foregoing in a manner that ensures the same may not be retrieved or undeleted by such Party or any of its Representatives.

Notwithstanding the above, each Party may retain copies of the Confidential Information, subject to the terms of this Agreement:

(iii) to the extent such Party is required to do so by Applicable Law or in accordance with reasonable standards of good governance (e.g. board of directors, senior management or committee papers and/or minutes); and

(iv) where such Confidential Information is electronically stored, to the extent its deletion would be technologically impracticable or inconsistent with the archival records retention policy of such Party,

provided that neither the Party nor its Representatives shall use the retained Confidential Information.

(h) Nothing contained herein shall prevent the Purchaser, after Closing, from using or disclosing information (including any Confidential Information) pertaining to the Assets.

(i) The provisions of this Section 10.1 will remain in effect for three (3) years following date of the termination of this Agreement or the Closing, as applicable.

(j) Nothing in this Agreement shall limit or affect a Party's other Confidentiality Obligations.

ARTICLE 11
POST-CLOSING

11.1 Covenants of the Purchaser

(a) From and after Closing, the Purchaser will reasonably cooperate with the Vendor to obtain all outstanding Third Party Consents and Approvals and all then outstanding Ancillary Conveyance Documents, if any, necessary to fully transfer, assign and convey the Assets and the Business to the Purchaser as contemplated by this Agreement.

(b) From and after the Closing, the Purchaser will reasonably cooperate with the Vendor with respect to the reconciliation and prompt transfer to the Vendor of amounts received by the Purchaser that are for the account of the Vendor hereunder.

(c) Within ninety (90) days of expiration or termination of the Management Services Agreement, including, for clarity, any renewal or extension thereof, the Purchaser shall cause Opco to:

(i) cease operating under the Zedcor Energy Name and commence the required process(es) to legally change the name of Opco to a name other than one that incorporates the Zedcor Energy Name;

(ii) as soon as reasonably practicable, remove, replace, or modify, as appropriate, all signs or other media containing the Zedcor Energy Name located on or appurtenant to any of the Assets; and

(iii) make all requisite filings with, and provide requisite notices to, the appropriate Governmental Authority to update the name of Opco to a name other than one that incorporates the Zedcor Energy Name.

(d) Notwithstanding Section 7.1(i), the Purchaser shall permit the Vendor and its Representatives reasonable access to the Books and Records from and after Closing to the extent that access is required by the Vendor to perform its obligations under this Agreement or under Applicable Law.

11.2 Covenants of the Vendor

(a) From and after the Closing, the Vendor will reasonably cooperate with the Purchaser with respect to the reconciliation and prompt transfer to the Vendor of amounts received by the Vendor that are for the account of the Purchaser hereunder.

(b) From and after Closing, the Vendor will provide the Purchaser with copies of, and access to, all data and other information contained on any computer equipment or associated peripheral devices included in the Assets.

ARTICLE 12
GENERAL PROVISIONS

12.1 Expenses

Except as otherwise expressly provided herein, each Party will be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

12.2 Public Announcements

Except to the extent otherwise required by Applicable Law or with the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, neither Party will issue or make any public announcements regarding this Agreement or the transactions contemplated by this Agreement.

12.3 Notices

(a) Any notice, designation, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to any Party hereto will be in writing and will be sufficiently given or sent or delivered if it is:

(i) delivered via courier to such Party; or

(ii) sent by email.

(b) Notices will be sent to the following addresses or email addresses:

In the case of the Vendor:

Zedcor Security Solutions Corp.
c/o Zedcor Inc.
3000, 500 4th Ave S.W.
Calgary, AB T2P 2V6

Attention: [redacted]
Email: [redacted] **[REDACTED – relates to personal information]**

With a copy (which shall not constitute notice) to:

Borden Ladner Gervais LLP
Centennial Place, East Tower,
1900, 520 – 3rd Ave S.W.
Calgary, AB T2P 0R3

Attention: Steven G. Pearson
Email: SPearson@blg.com

In the case of the Purchaser:

2348767 Alberta Ltd.
c/o Maynbridge Capital Inc.
Suite 388, 1111 West Hastings St.
Vancouver, BC, V6E 2J3

Attention: [redacted]
Email: [redacted] **[REDACTED – relates to personal information]**

with a copy to:

Maynbridge Capital Inc.
Suite 388, 1111 West Hastings St.
Vancouver, BC, V6E 2J3

Attention: [redacted]
Email: [redacted] **[REDACTED – relates to personal information]**

or to such other address, or email address as the Party entitled to or receiving such notice, designation, communication, request, demand or other document will, by a notice given in accordance with this Section 12.3, have communicated to the Party giving or sending or delivering such notice, designation, communication, request, demand or other document.

(c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid will:

(i) if delivered via courier as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery; and

(ii) if sent by email be deemed to be received by the addressee when transmitted by the Party delivering the notice (provided such Party obtains confirmation from its email of successful transmission), if transmitted during the addressee's normal business hours on any Business Day or at the commencement of the next ensuing Business Day following transmission if such notice is not transmitted during normal business hours.

12.4 Further Assurances

The Parties hereby covenant and agree that, at any time and from time to time after the Closing Date, they will, upon the request of any other Party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required for the better carrying out and performance of all the terms of this Agreement.

12.5 Remedies Cumulative

Unless otherwise provided herein, the rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by Law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

12.6 Equitable Remedies

Non-performance or threatened non-performance of the covenants contained herein may not be compensable in damages. Accordingly, each of the Parties agrees and accepts that the other Party may, in addition to any other remedy for relief to which it is entitled at law or in equity, seek enforcement of the performance of any covenant of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction.

12.7 Assignment

The Parties will not be permitted to assign this Agreement without the express prior written consent of the other Party. Notwithstanding the foregoing, the Purchaser may assign this Agreement, or all or any of its rights or obligations under this Agreement, without the prior written consent of the Vendor to Opco, except that such assignment shall not relieve the Purchaser of any of its obligations under this Agreement.

12.8 Successors and Assigns

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns, as the case may be. Nothing herein, express or implied, is intended to confer upon any Person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

12.9 Entire Agreement

The Transaction Documents express the entire agreement between the Parties and supersede any and all prior agreements whether written or oral, express or implied, with respect to the matters dealt with herein.

12.10 Amendments

This Agreement may only be amended, modified or supplemented by a written agreement signed by each Party.

12.11 Waiver

No waiver of or consent to depart from the requirements of any provision of this Agreement will be binding against any Party unless it is in writing and is signed by the Party giving it. Such waiver or consent will be effective 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 will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

12.12 Joint and Several Liability

All obligations and liabilities of ZSSC and Zedcor under this Agreement are joint and several.

12.13 Counterparts

This Agreement may be executed in separate counterparts, including by portable document format (PDF), and the signing or execution by way of counterpart or portable document format (PDF) will have the same effect as the signing or execution of the original.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their names and on their behalf by their duly authorized signatories as of the date first written above.

ZEDCOR INC.

By: (signed) "*Todd Ziniuk*"
Name: Todd Ziniuk
Title: Chief Executive Officer

By: (signed) "*Amin Ladha*"
Name: Amin Ladha
Title: Chief Financial Officer

ZEDCOR SECURITY SOLUTIONS CORP.

By: (signed) "*Todd Ziniuk*"
Name: Todd Ziniuk
Title: Chief Executive Officer

By: (signed) "*Amin Ladha*"
Name: Amin Ladha
Title: Chief Financial Officer

2348767 ALBERTA LTD.

By: (signed) "*Dean Shillington*"
Name: Dean Shillington
Title: President

By: ____________________
Name:
Title:

EXHIBIT A

CONTINGENT PAYMENTS

ARTICLE 1
DEFINITIONS

1.1 Definitions

As used in this Exhibit A, the following capitalized terms have the meanings set forth or referenced below (and grammatical variations of such terms shall have corresponding meanings):

"**Acquired Business**" means the Business and the Assets acquired by the Purchaser from the Vendor to be operated by Opco on the Closing Date under the terms of the Agreement.

"Acquired Business EBITDA" means, with respect to any Calculation Period, Opco's earnings before interest, income taxes, depreciation and amortization and excluding any payments made by Opco, as operator of the Assets post-Closing, to the Purchaser (e.g. lease payments, management fees, etc.) in respect of the Acquired Business for such period, determined in accordance with IFRS but applied and calculated in a manner consistent with the Financial Projections.

"**Calculation Period**" means: (i) the period beginning on the first day of the first calendar month immediately following the Closing Date and ending on the last day of the twelfth (12^{th}) month thereafter; and (ii) each twelve (12) month fiscal period thereafter, in each case ending on June 30, 2022, June 30, 2023 and June 30, 2024, respectively.

"**Contingent Payment**" has the meaning set forth in Clause 2.1.

"**Contingent Payment Calculation**" has the meaning set forth in Clause 2.2(a).

"**Contingent Payment Calculation Consultation Period**" has the meaning set forth in Clause 2.2(d).

"**Contingent Payment Calculation Disagreement Notice**" has the meaning set forth in Clause 2.2(c).

"**Contingent Payment Calculation Statement**" has the meaning set forth in Clause 2.2(a).

"**Contingent Payment Percentage**" means thirty-five percent (35%).

"**Contingent Payment Review Period**" has the meaning set forth in Clause 2.2(b).

"**EBITDA Threshold**" means, with respect to any Calculation Period, the Acquired Business EBITDA specified in the Financial Projections as follows:

EBITDA Threshold		**Calculation Period**
Year 1	$3,003,585.00	July 1, 2021 – June 30, 2022
Year 2	$3,241,853.00	July 1, 2022 – June 30, 2023
Year 3	$3,267,691.00	July 1, 2023 – June 30, 2024

"**Financial Projections**" means the financial projections for the Acquired Business that have been agreed to by the Vendor and the Purchaser, as set forth in the Excel model and summarized in Appendix 1 attached to this Exhibit A.

"Independent Accountant" means a nationally recognized independent accounting firm mutually agreed upon by the Parties acting in good faith.

"**Manager**" means Zedcor Securities Solutions Corp. and Zedcor Inc., in their capacity as the manager of the Acquired Business under the terms and conditions of the Management Services Agreement.

1.2 Other Capitalized Terms

Other capitalized terms used in this Exhibit A shall have the meanings given to them in the Asset Purchase and Sale Agreement to which this Exhibit A is attached.

ARTICLE 2
CONTINGENT PAYMENTS

2.1 Contingent Payments

Provided Closing occurs, in addition to the Purchase Price paid to, or at the direction of, the Vendor, if the Acquired Business EBITDA for a particular Calculation Period exceeds the relevant EBITDA Threshold for the same Calculation Period, as additional consideration for the Assets, at such times as provided in Clause 2.4, the Purchaser shall pay to the Vendor with respect to such Calculation Period an amount (each, a "**Contingent Payment**") calculated as follows:

(A-B) * C

Where:

A = Acquired Business EBITDA for such Calculation Period;

B = EBITDA Threshold; and

C = Contingent Payment Percentage.

For greater certainty: (a) if the Acquired Business EBITDA for a particular Calculation Period does not exceed the relevant EBITDA Threshold, no Contingent Payment shall be payable for such Calculation Period; and (b) the right of the Vendor to receive and the obligation of the Purchaser to make any Contingent Payment is intrinsically linked to the continued performance by the Vendor, as Manager, under the Management Services Agreement. In the event the Management Services Agreement terminates for any reason, the Purchaser's obligation to make and the Vendor's right to receive any Contingent Payment hereunder shall concurrently terminate effective on the date of such termination and the relevant Contingent Payment obligation owing, if any, shall be pro-rated accordingly.

2.2 Procedures Applicable to Determination of the Contingent Payments

(a) Within thirty (30) days following the last day of each Calculation Period, the Vendor, in its capacity as Manager, shall prepare and deliver to the Purchaser a written statement (in each case, a "**Contingent Payment Calculation Statement**") setting forth in reasonable detail the Vendor's determination of the Acquired Business EBITDA, determined in good faith, including a worksheet setting forth the calculation of the Contingent Payment (in each case, a "**Contingent Payment Calculation**") for the applicable Calculation Period. The Contingent Payment Calculation Statement and the Contingent Payment Calculation contained therein shall be prepared in accordance with and using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies, that were used in the preparation of the Financial Projections and otherwise in accordance with this Exhibit A and the Agreement.

(b) During the thirty (30) days immediately following the Purchaser's receipt of the Contingent Payment Calculation Statement for each Calculation Period (in each case, the "**Contingent Payment Review Period**"), the Vendor shall permit the Purchaser and its Representatives to review the Vendor's working papers relating to the preparation of the Contingent Payment Calculation Statement, including the Contingent Payment Calculation, as well as all of the financial books, ledgers and records maintained by the Vendor, in its capacity as Manager, to the extent related thereto, and the Vendor shall make available to the Purchaser and its Representatives the individuals responsible for and knowledgeable about the preparation of the Contingent Payment Calculation Statement.

(c) If the Purchaser concludes in its discretion that the Contingent Payment Calculation Statement and/or the Contingent Payment Calculation set forth therein have not been prepared on the basis required by this Exhibit A and the Agreement, the Purchaser shall submit a written notice to the Vendor on or prior to the last day of the Contingent Payment Review Period (the "**Contingent Payment Calculation Disagreement Notice**"), which notice shall set forth in reasonable detail the basis of Purchaser's disagreement, including the specific items in the applicable Contingent Payment Calculation disputed by the Purchaser, and shall describe in reasonable detail the basis for such objection and the amounts in dispute. If no Contingent Payment Calculation Disagreement Notice is received by the Vendor on or prior to the last day of the Contingent Payment Review Period, the Contingent Payment Calculation Statement and the Contingent Payment Calculation shall be deemed to have been accepted by the Purchaser and shall become final and binding upon the Vendor and the Purchaser in accordance with Clause 2.2(e).

(d) If a Contingent Payment Calculation Disagreement Notice is timely received by the Vendor, during the sixty (60) days immediately following receipt of such Contingent Payment Calculation Disagreement Notice (the "**Contingent Payment Calculation Consultation Period**"), the Purchaser and the Vendor shall seek in good faith to resolve any disagreement that they may have with respect to the matters specified in the Contingent Payment Calculation Disagreement Notice and agree upon the resulting amount of the Acquired Business EBITDA and the Contingent Payment for the applicable Calculation Period.

(e) If, at the end of the Contingent Payment Calculation Consultation Period, the Purchaser and the Vendor have been unable to resolve all disagreements that they may have with respect to the matters specified in the Contingent Payment Calculation Disagreement Notice, all unresolved disputed items shall be promptly referred to the Independent Accountant. The Independent Accountant shall be directed to render a written report on the unresolved disputed items detailed in the Contingent Payment Calculation as promptly as practicable, but in no event greater than thirty (30) days after such submission to the Independent Accountant. For the avoidance of doubt, the Independent Accountant shall not review any line items or make any determination with respect to any matter(s) other than those matters in the Contingent Payment Calculation Disagreement Notice that remain in dispute. If any such unresolved disputed items are submitted by the Parties to the Independent Accountant, the Purchaser and the Vendor shall each furnish to the Independent Accountant such documents and information relating to the unresolved disputed items as the Independent Accountant may reasonably request. The Independent Accountant shall resolve the disputed matters as an expert, and not as an arbitrator or mediator, based solely on the documents and information relating to the unresolved disputed matters so furnished to the Independent Accountant by the Parties and the applicable definitions and other terms in this Exhibit A (including on the basis of the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Projections), and not by independent review. There shall be no *ex parte* communications between the Purchaser and the Vendor, on the one hand, and the Independent Accountant, on the other hand, relating to the those matters in the Contingent Payment Calculation Disagreement Notice that remain in dispute, other than any initial written submissions by the Purchaser and the Vendor of their respective positions on such items and any written answers by the Purchaser and the Vendor to written questions from the Independent Accountant, with simultaneous copies circulated to each Party. The resolution of the disputed items and the calculation of Acquired Business EBITDA that is the subject of the applicable Contingent Payment Calculation Disagreement Notice by the Independent Accountant shall be final and binding on the Parties hereto, and the cost of the Independent Accountant's review and determination shall be shared equally between the Purchaser and the Vendor.

2.3 Conditions of Contingent Payments

The Purchaser's obligation to pay each of the Contingent Payments to the Vendor in accordance with Clause 2.1 is an independent obligation of the Purchaser and is not otherwise conditional or contingent upon the satisfaction of any conditions precedent to any preceding or subsequent Contingent Payment.

2.4 Payment of Contingent Payments

Any Contingent Payment that the Purchaser is required to pay under Clause 2.1 shall be paid in full no later than ten (10) Business Days following the date upon which the determination of the Acquired Business EBITDA for the applicable Calculation Period becomes final and binding upon the Parties as provided in Clause 2.2 (including any final resolution of any dispute raised by the Purchaser in a Contingent Payment Calculation Disagreement Notice). The Purchaser shall make any payment due to the Vendor pursuant to this Exhibit A by no later than 5:00 p.m. on the day when due (unless otherwise consented to by the Vendor). All payments shall be paid by wire transfer to the account in Canada designated by or on behalf of the Vendor.

2.5 No Security

The Parties understand and agree that: (a) the contingent rights to receive any Contingent Payment shall not be represented by any form of certificate or other instrument, are not transferable except by operation of Law and do not constitute an equity or ownership interest in the Purchaser; and (b) the Vendor shall not have any rights as a security holder of the Purchaser as a result of the Vendor's contingent right to receive any Contingent Payment hereunder.

2.6 Right of Set-Off

The Purchaser shall have the right to withhold and set off against any amount otherwise due to be paid under this Exhibit A the amount of any Claims, Losses or Liabilities to which any Purchaser's Indemnified Parties may be entitled under Article 9 of the Agreement or any amount which the Purchaser is entitled to under or any other agreement between the Parties.

APPENDIX 1 TO EXHIBIT A

FINANCIAL PROJECTIONS

[REDACTED – this entire Appendix 1 to Exhibit A is not included as it contains information about financial projections , which is commercially sensitive information.]

EXHIBIT B

FORM OF MANAGEMENT SERVICES AGREEMENT

(see attached)

[REDACTED – this entire Exhibit B is not included as it relates to the Management Services Agreement to be entered into by the Vendor and the Purchaser, which is commercially sensitive information.]

EXHIBIT C

FORM OF BILL OF SALE AND GENERAL CONVEYANCE

(see attached)

[REDACTED – this entire Exhibit C is not included as it relates to the Bill of Sale and General Conveyance to be entered into by the Vendor and the Purchaser, which is commercially sensitive information.]

EXHIBIT D

FORM OF NON-COMPETITION AGREEMENT

(see attached)

[REDACTED – this entire Exhibit D is not included as it relates to the Non-Competition Agreement to be entered into by each Vendor and the Purchaser, which is commercially sensitive information.]

EXHIBIT E

FORM OF MAYNBRIDGE CONSENT

(see attached)

[REDACTED – this entire Exhibit E is not included as it relates to a third party consent, which is commercially sensitive information.]

EXHIBIT F

FORM OF MAYNBRIDGE RELEASE

(see attached)

[REDACTED – this entire Exhibit F is not included as it relates to a third party release, which is commercially sensitive information.]

EXHIBIT G

FORM OF NAME USE AGREEMENT

(see attached)

[REDACTED – this entire Exhibit G is not included as it relates to the Name Use Agreement to be entered into by the Vendor and the Purchaser, which is commercially sensitive information.]

SCHEDULE 1.1(G)

EQUIPMENT, INVENTORY AND LEASED VEHICLES

[REDACTED – this entire Schedule 1.1(G) is not included as it relates to the Assets, which is commercially sensitive information.]

SCHEDULE 1.1(KKK)

MATERIAL CONTRACTS

[REDACTED – this entire Schedule 1.1(KKK) is not included as it relates to the Material Contracts, which is commercially sensitive information.]

SCHEDULE 1.1(QQQQ)

THIRD PARTY CONSENTS AND APPROVALS

[REDACTED – this entire Schedule 1.1(QQQQ) is not included as it relates to the third party consents and approvals, which is commercially sensitive information.]

SCHEDULE 2.4

ALLOCATION OF PURCHASE PRICE

[REDACTED – this entire Schedule 2.4 is not included as it relates to the allocation of the Purchase Price, which is commercially sensitive information.]

SCHEDULE 3.1(U)

LOCATION OF EQUIPMENT AND INVENTORY

(see attached list)

[REDACTED – this entire Schedule 3.1(U) is not included as it relates to the location of Equipment and Inventory, which is commercially sensitive information.]

SCHEDULE 3.1(CC)

CUSTOMERS AND SUPPLIERS

[REDACTED – this entire Schedule 3.1(CC) is not included as it relates to Customer and Suppliers, which is commercially sensitive information.]

SCHEDULE 3.1(DD)

LICENSES

[REDACTED – this entire Schedule 3.1(DD) is not included as it relates to the Licenses, which is commercially sensitive information.]

SCHEDULE 3.1(FF)

EMPLOYEES

[REDACTED – this entire Schedule 3.1(FF) is not included as it relates to the Employees, which is commercially sensitive information.]

SCHEDULE 3.1(OO)

EMPLOYEE COMPENSATION

[REDACTED – this entire Schedule 3.1(OO) is not included as it relates to the Employee Compensation changes, which is commercially sensitive information.]

SCHEDULE 3.1(TT)

INSURANCE POLICIES

[REDACTED – this entire Schedule 3.1(TT) is not included as it relates to Insurance Policies, which is commercially sensitive information.]