FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1. Name and Address of Company

Lorne Park Capital Partners Inc. ("**LPCP**" or the "**Corporation**")
1295 Cornwall Road, Unit A3
Oakville, ON L6J 7T5

Item 2. Date of Material Change

June 5, 2025

Item 3. News Release

Press release issued by the Corporation on June 5, 2025, in respect to the material change referred to in this report via a Canadian news wire service, a copy of which has been filed via SEDAR+.

Item 4. Summary of Material Change

LPCP entered into a definitive arrangement agreement (the "**Arrangement Agreement**") pursuant to which an affiliate (the "**Purchaser**") of Sagard Private Equity Canada ("**SPEC**") will acquire all of the issued and outstanding shares of the Corporation (the "**Shares**") and take LPCP private in a transaction that values LPCP's equity at approximately $126.8M (the "**Transaction**").

Item 5. Full Description of Material Change

LPCP entered into the Arrangement Agreement pursuant to which the Purchaser, an affiliate of SPEC, will acquire all of the issued and outstanding Shares of the Corporation and take LPCP private in a transaction that values LPCP's equity at approximately $126.8M.

All issued and outstanding Shares will be acquired for cash consideration equal to $2.23 per Share in cash, other than Shares held by members of senior management and certain advisors of LPCP (the "**Rollover Shareholders**") who enter into the equity rollover agreements with the Corporation. The Rollover Shareholders will roll certain of their Shares (including Shares issuable upon the exercise of stock options) for shares of the Purchaser. All rollovers will occur at a value equal to the cash purchase price per Share. Further details will be provided in the Circular (as defined below).

The purchase price represents a premium of approximately 41.1% over the last closing price on the TSX Venture Exchange (the "**TSX-V**") on June 4, 2025, and 52.1% over the 20-day volume-weighted average trading price on the TSX-V. Following the closing of the Transaction, Robert Sewell and the rest of the Corporation's current management team will continue to lead the Corporation.

The Transaction will be implemented by way of a plan of arrangement under the *Business Corporations Act* (Ontario) and will be subject to shareholder approval at a special meeting of LPCP shareholders to be held to consider the Transaction (the "**Special Meeting**"). Required shareholder approval for the Transaction will consist of at least (i) 66⅔ per cent of the votes cast by shareholders at the Special Meeting, and (ii) a simple majority of the votes cast by shareholders at the Special Meeting, excluding votes from Rollover Shareholders and any other shareholders required to be excluded under Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions ("**MI 61-101**"). The Corporation expects to hold the Special Meeting in August 2025 and to mail the management information circular for the Special Meeting (the "**Circular**") in July 2025. The Transaction is also subject to court approval, regulatory clearances and other closing conditions. The Transaction is not subject to any financing condition and, assuming the timely receipt of all required regulatory approvals, is expected to close in the third quarter of 2025.

The Arrangement Agreement includes customary terms and conditions, including a non-solicitation covenant on the part of LPCP, which is subject to "fiduciary out" provisions that enable LPCP to terminate the Arrangement Agreement in certain circumstances, subject to the Purchaser having a right to match any third-party superior proposal. A termination fee of $4,875,100 would be payable by LPCP to the Purchaser in certain circumstances, including termination of the agreement by LPCP in the context of a superior proposal. A reverse termination fee of $4,875,100 is payable by the Purchaser to LPCP if the Transaction is not completed in certain circumstances.

The board of directors (the "**Board**") of LPCP (with interested directors abstaining from voting) unanimously approved the Arrangement Agreement and the transactions and documents contemplated therein after taking into account, among other things, the unanimous recommendation of the special committee of LPCP ("**Special Committee**"). The Special Committee and the Board (with the abstention of interested directors) determined that the Transaction is in the best interests of LPCP and the Board is recommending that LPCP shareholders vote in favor of the Transaction.

In arriving at its unanimous recommendation in favor of the Transaction, the Special Committee considered several factors, including the opinion of KPMG Canada ("**KPMG**") to the effect that, as of the date thereof and subject to the assumptions, limitations and qualifications therein, the consideration to be received by LPCP shareholders (other than the Rollover Shareholders) pursuant to the Transaction is fair, from a financial point of view, to such shareholders. The Transaction is exempt from the formal valuation requirement of MI 61-101 as no securities of LPCP are listed on a stock exchange specified in section 5.5(b) of MI 61-101. No formal valuation has been completed in respect of LPCP in the 24 months before the date of this material change report.

A copy of the written fairness opinion, as well as additional details regarding the terms and conditions of the Arrangement Agreement and Transaction and the rationale for the recommendations made by the Special Committee and the Board, will be included in the Circular.

LPCP's directors and executive officers (or entities controlled by them) and Rollover Shareholders holding an aggregate of 36,743,358 Shares, representing approximately 67.2% of voting rights attached to the outstanding Shares, have entered into voting and support agreements with the Purchaser agreeing to vote their Shares in favor of the Transaction, subject to the terms thereof. In the case of Mr. Robert Sewell, CEO and a director of LPCP, and Mr. Stephen Meehan, a director of LPCP, who have indicated that they are only prepared to partner with SPEC and are not prepared to pursue any other transaction, the voting and support agreements are irrevocable, subject to limited exceptions, for a period of 7 months following the date of the Arrangement Agreement.

Following completion of the Transaction, it is anticipated that the Shares will be delisted from the TSX-V and that the Purchaser will apply to the applicable Canadian securities authorities to have LPCP cease to be a reporting issuer.

In connection with the Transaction, LPCP will be seeking to redeem and cancel each of the three series of LPCP's outstanding debentures, being the (i) 7% unsecured debentures issued on June 15, 2022 and maturing on June 15, 2027 (the "**2027 Debentures**"), (ii) the 8.25% unsecured debentures issued on July 31, 2023 and maturing on July 31, 2028 (the "**2028 Debentures**", collectively with the 2027 Debentures, the "**2027-2028 Debentures**"), and (iii) the 7.8% unsecured debentures issued on August 15, 2024 and maturing on August 15, 2029 (the "**2029 Debentures**", and collectively with the 2027 Debentures and the 2028 Debentures, the "**Existing Debentures**"). In case of 2027-2028 Debentures, LPCP has entered into a consent and support agreement with all of the holders of the 2027-2028 Debentures whereby such 2027-2028 Debentures will be paid off and cancelled by LPCP, and in case of 2029 Debentures, such debentures will be redeemed in accordance with their terms. The foregoing redemptions and cancellations are expected to be effected at a price equal to the outstanding principal amount outstanding under the Existing Debentures, together with any accrued and unpaid interest thereon. LPCP's directors and executive officers (or entities controlled by them) and Rollover Shareholders, all of whom have already entered into a consent and support agreement approving the redemption of the 2027-2028 Debentures, collectively hold an aggregate of $850,000 principal amount of Existing Debentures.

Item 6. Reliance on Subsection 7.1(2) of National Instrument 51-102

Not Applicable.

Item 7. Omitted Information

No information has been omitted from this material change report.

Item 8. Executive Officer

The following senior officer of LPCP is knowledgeable about the material change and the Report and may be contacted as follows:

Mr. Robert Sewell
President and Chief Executive Officer

Telephone: (905) 337-2227
E-mail: investor.relations@lpcp.ca

Item 9. Date of Report

June 13, 2025