# SHARE PURCHASE AND REORGANIZATION AGREEMENT

**THIS SHARE PURCHASE AND REORGANIZATION AGREEMENT** is made effective as of April 22, 2025 between **EVERGEN INFRASTRUCTURE CORP.**, a corporation existing under the *Business Corporations Act* (British Columbia) (the "**Corporation**") and **ASK AMERICA, LLC** (the "**Purchaser**"), a limited liability company existing under the Laws of New Jersey.

**WHEREAS:**

A. the Purchaser desires to acquire from the Corporation, and the Corporation desires to issue to the Purchaser, common shares of the Corporation on the terms and conditions set forth in this Agreement (the "**Share Purchase**") pursuant to a larger offering of common shares of the Corporation on a private placement basis for total gross aggregate proceeds of up to CAD$7.0 million;

B. it is the intention of the Corporation and the Purchaser that the Share Purchase be the lead investment in a private placement of common shares of the Corporation for gross aggregate proceeds of CAD$5.0 million; and

C. the Parties desire to enter into this Agreement to, among other things, establish the terms and conditions upon which the private placement will be completed and the majority of the current directors and officers of the Corporation will be replaced by the Board Nominees and New Executives (each as defined herein).

**THIS AGREEMENT WITNESSES THAT** in consideration of the respective covenants, agreements, representations, warranties and indemnities of the Parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

## ARTICLE 1
## DEFINITIONS AND INTERPRETATION

### 1.1 Defined Terms Used in this Agreement

The following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) "**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any written or oral offer, proposal, inquiry or request for discussions or negotiations from any Person or group of Persons "acting jointly or in concert" (within the meaning of National Instrument 62-104 - *Takeover Bids and Issuer Bids*) (other than the Purchaser) which contemplates, relates to or could reasonably be expected to lead to (in either case in one transaction or a series of transactions): (i) any direct or indirect acquisition or purchase (or any lease, long-term supply agreement or other arrangement having the same economic effect as a purchase) of: (A) any assets of the Corporation and/or any of its Subsidiaries representing 20% or more of the assets or contributing 20% or more of the revenue of the Corporation; or (B) 20% or more of the voting or equity securities of the Corporation (or rights or interests therein or thereto) or 20% or more of the voting or equity securities of the subsidiary of the Corporation (or rights or interests therein or thereto); (ii) any direct or indirect take-over bid, issuer bid, exchange offer, treasury issuance or similar transaction that, if consummated, would result in a Person or joint actors beneficially owning 20% or more of any class of voting or equity securities or any other equity interests (including securities convertible into or exercisable or exchangeable for equity interests) of the Corporation; (iii) a plan of arrangement, merger, amalgamation, consolidation, joint venture, partnership, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving the Corporation and/or any of its Subsidiaries; (iv) any other transaction or series of transactions, the consummation of which would or could reasonably be expected to impede, interfere with, prevent, impair or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to materially reduce the benefits to the Purchaser under this Agreement; or (v) any public announcement or other public disclosure of an intention to do any of the foregoing.

(b) "**Affiliate**" means any person, partnership, limited liability company, joint venture, corporation, or other form of enterprise that directly or indirectly controls, or is controlled by or is under common control with, a Person. The term "control" as used in this definition means the possession, direct or indirect, of the power to direct or cause the direction of management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(c) "**Agreement**" means this Share Purchase and Reorganization Agreement and all schedules and exhibits attached hereto, as amended, supplemented, restated or replaced from time to time in accordance with its provisions.

(d) "**Board**" means the board of directors of the Corporation.

(e) "**Board Nominees**" means, collectively, Chase Edgelow, Varun Anand, Blake Almond and Mischa Zajtmann being the Purchaser's nominees to the Board.

(f) "**Business Day**" means any day, other than a Saturday, a Sunday or any day on which major banks are closed for business in the City of Vancouver, British Columbia.

(g) "**Canadian Securities Laws**" means the securities Laws of each province and territory of Canada, and the rules, instruments, regulations, notices and policies of each securities commission or other securities regulatory authority in each province or territory of Canada and all rules and policies of the TSX Venture Exchange.

(h) "**Cancellation Agreements**" means agreements, in form satisfactory to each of the Corporation and the Purchaser, acting reasonably, to be entered into between the Corporation and each former and current director and officer of the Corporation who holds equity options, warrants, PSUs, DSUs, RSUs, derivative securities or phantom interests with respect to the Corporation whereby each current director and officer agrees to exercise or surrender all such securities effective immediately before the Closing and conditional upon the subsequent consummation of the transactions contemplated by this Agreement.

(i) "**Change of Control Payments**" means obligations of the Corporation, pursuant to all employment or consulting services agreements, director compensation programs, termination, severance, change of control, bonus and retention plans or policies for severance, termination, change of control, bonus or retention payments, any payments related to any incentive plan and any other payments the Corporation is required by law or contract or intends to make in connection with the termination of all directors and officers of the Corporation at the Closing in accordance with the terms of this Agreement, arising out of or in connection with the transactions contemplated by this Agreement.

(j) "**Change of Management**" means the replacement of the majority of the current directors and officers of the Corporation with the Board Nominees and the New Executives.

(k) "**Closing**" has the meaning given in Section 2.4(a).

(l) “**Corporation’s Solicitor**” means Borden Ladner Gervais LLP.

(m) “**Constating Documents**” means, with respect to any Person, its notice of articles or articles or certificate of incorporation, amendment, amalgamation or continuance, memorandum and articles of association, constitution, letters patent, supplementary letters patent, by-laws, articles, partnership agreement, limited liability company agreement or other similar document, and all unanimous shareholder agreements, other shareholder agreements, voting trusts, pooling agreements and similar contracts, arrangements and understandings applicable to the Person’s equity interests, all as amended, supplemented, restated and replaced from time to time.

(n) “**Deposit**” has the meaning given in Section 2.3.

(o) “**Disclosure Letter**” means the disclosure letter dated the date hereof and delivered by the Corporation to the Purchaser with this Agreement.

(p) “**Encumbrances**” means any mortgage, charge, pledge, lien, licence, privilege, security interest, royalty, encumbrance, claim or right or interest attaching to or affecting property, in each case whether registered or unregistered, and whether arising by agreement, statute or otherwise under applicable Laws.

(q) “**Environment**” means the natural environment (including soil, land surface or subsurface strata), surface waters, groundwater, sediment, ambient air (including all layers of the atmosphere), organic and inorganic matter and living organisms, and any other environmental medium or natural resource and all sewer systems.

(r) “**Environmental Laws**” means, with respect to any person or its business, activities, property, assets or undertaking, all applicable Laws relating to the Environment or public health and safety matters in the jurisdictions applicable to such person or its business, activities, property, assets or undertaking, including legislation governing abandonment and reclamation obligations, and the use, storage, treatment and release of Hazardous Substances.

(s) “**Financial Statements**” means, collectively: (i) the condensed interim consolidated financial statements of the Corporation as at and for the three month and nine months ended September 30, 2024; and (ii) the audited consolidated financial statements of the Corporation as at and for the year ended December 31, 2023.

(t) “**Governmental Authority**” means any federal, state, provincial, local or foreign government or political subdivision thereof in any country (including for certainty, Canada and the United States), or any agency or instrumentality of such government or political subdivision, or any self-regulatory organization or other non-governmental regulatory authority or quasi-governmental authority, including any securities regulatory authorities or stock exchange, in any country including Canada and the United States (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

(u) “**Hazardous Substances**” means any element, waste or other substance whether natural or artificial and whether consisting of gas, liquid, solid or vapour that is prohibited, listed, defined, designated or classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws, and specifically includes petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos containing materials or any substance which is deemed under Environmental Laws to be deleterious to the Environment or worker or public health or safety.

(v) “**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board.

(w) “**including**” or “**includes**” means “including (or includes) without limitation”.

(x) “**Law**” or “**Laws**” means all applicable federal, state and local laws (statutory and common), rules, ordinances, treaties, regulations, judgments, decrees, and other valid governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature.

(y) “**Losses**” means losses, claims, damages, liabilities, deficiencies, actions, judgments, interest, awards, Taxes, penalties, fines, costs or expenses of whatever kind, including, reasonable legal, consultant and attorneys’ fees, and the cost of enforcing any right to indemnification hereunder.

(z) “**Material Adverse Change**” or “**Material Adverse Effect**” means any change or effect that: individually or when taken together with all other changes or effects that have occurred during any relevant period of time before the determination of the occurrence of that change or effect, is or would reasonably be expected to be materially adverse to the business, the assets and the operations, liabilities, capital, condition (financial or otherwise), prospects, or results of operation of the Corporation or its Subsidiaries, provided, however, that a Material Adverse Change or Material Adverse Effect does not include a change or effect caused by (i) the execution or announcement of the execution of this Agreement or the transactions contemplated hereby; (ii) general economic, financial, regulatory or market conditions affecting the business, the Corporation, the Subsidiaries or of any of their competitors (so long as the business or the Corporation or Subsidiaries are not disproportionately affected thereby); (iii) any changes or effects arising from matters permitted or contemplated by this Agreement or the transactions contemplated hereby or consented to or approved by the Purchaser in writing; (iv) any change generally affecting any of the industries in which the Corporation or any of its Subsidiaries operate; (v) any earthquake, hurricane, tornado, flood or other natural disaster, any outbreak of war or act of terrorism or any epidemic, pandemic or disease outbreak; (vi) any change in Law or accounting requirements or principles; and (vii) actions required, requested or advised to be taken by any Governmental Authority or required to be taken under any Law.

(aa) “**Net Debt**” means the net debt of the Corporation as of March 31, 2025, which includes any and all cash, bank debt, working capital deficit (inclusive of accounts receivable, prepaid expenses and deposits and accounts payables), current tax liabilities, and any and all other liabilities, and audit adjustments, in each case with respect to each of the foregoing liabilities, inclusive of any and all accrued liabilities, excluding the non-current portion of decommission obligations, the mark-to-market value of financial instruments, calculated in accordance with IFRS, excluding the Transaction Costs.

(bb) “**New Executives**” means the persons that will be appointed as the new officers of the Corporation at the Closing, such persons and their respective titles in the Corporation immediately following the Closing, being: Chase Edgelow – Chief Executive Officer, Ron Green – Chief Operating Officer and Sean Hennessey - Chief Financial Officer, provided that in the event that any proposed member of the New Executives does not agree to become an officer of the Corporation at the Closing, the Purchaser may propose a substitute nominee satisfactory to the Corporation, acting reasonably.

(cc) “**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*.

(dd) “**NI 55-104**” means National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*.

(ee) “**NI 62-104**” means National Instrument 62-104 – *Take-Over Bids and Issuer Bids*.

(ff) “**Outside Date**” means May 31, 2025.

(gg) “**Parties**” means, together, the Corporation and the Purchaser, and “**Party**” means either of them.

(hh) “**Person**” means any individual, corporation, partnership, trust, limited liability corporation, association or other entity.

(ii) “**Personal Information**” has the meaning given in Section 7.2.

(jj) “**Private Placement**” means the sale of the Shares to the Purchaser and any other Subscribers by the Corporation at the Closing as provided for herein in one or more tranches.

(kk) “**Public Documents**” means all documents or information filed by or on behalf of the Corporation with the Canadian securities regulators in compliance with applicable Laws.

(ll) “**Purchased Shares**” has the meaning given in Section 2.1.

(mm) “**Purchase Price**” has the meaning given in Section 2.1.

(nn) “**Shares**” means common shares in the capital of the Corporation.

(oo) “**Subscribers**” means the Purchaser and those additional purchasers of Shares under the Private Placement as designated by the Purchaser pursuant to Sections 2.1.

(pp) “**Subsidiaries**” means Grow The Circle Ltd., Sea to Sky Soils and Composting Inc., Pacific Coast Renewables Corp., Fraser Valley Biogas Ltd., 9492-2812 Québec Inc., 1000208169 Ontario Inc. and Prairie Sky Organics Ltd.

(qq) “**Tax Act**” means the *Income Tax Act* (Canada), as amended.

(rr) “**Taxes**” includes any 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, land transfer, 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 Canada, Québec and other government pension plan premiums or contributions.

(ss) “**Transaction Costs**” means all costs and expenses incurred by the Corporation in connection with the transactions contemplated by this Agreement, including all contract termination costs, legal, accounting, audit, financial advisory, fees to obtain required regulatory approvals and consents and all other administrative or professional fees, costs and expenses of third parties incurred by the Corporation, including the cost of any “run-off” insurance.

(tt) “**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(uu) "**U.S. Person**" has the meaning ascribed to it in Regulation S under the U.S. Securities Act, as amended, the definition of which includes: (i) an individual resident in the United States; (ii) an estate or trust of which any executor, administrator or trustee is a U.S. Person; or (iii) any partnership or corporation organized or incorporated under the Laws of the United States.

(vv) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(ww) "**U.S. Securities Laws**" means (i) the U.S. Securities Act, the U.S. Exchange Act, and all other applicable United States and states securities Laws, rules, regulations and the published policies thereunder; and (ii) the rules of any U.S. stock exchange on which securities of the Purchaser are traded (if any).

(xx) "**Written Shareholder Consent**" means the irrevocable written consent of the holders of more than 50% of the Shares outstanding as of the date hereof to the Change of Management, the creation of a new "control person" (as defined in the TSX Venture Exchange's policies) pursuant to Private Placement and all related matters in compliance with the TSX Venture Exchange's policies and in a form satisfactory to the TSX Venture Exchange, the Corporation and the Purchaser.

### 1.2 Knowledge

In this Agreement, "**to the knowledge of**" or "**to its knowledge**" means, unless otherwise expressly stated, a statement of the declarant's knowledge of the facts or circumstances to which such phrase is related, after having made reasonable inquiries and investigations in connection with such facts and circumstances; and "**to the knowledge of the Corporation**", "**to the best of the knowledge of the Corporation**", or a similar expression means, unless otherwise expressly stated, a statement as to the best knowledge of each of the Chief Executive Officer, the Chief Financial Officer and the Chair of the Corporation about the facts or circumstances to which such phrase is related, after having made reasonable inquiries and investigations in connection with such facts and circumstances.

## ARTICLE 2
## PURCHASE AND SALE OF SECURITIES

### 2.1 Sale and Issuance of Shares

Subject to the terms and conditions of this Agreement, the Parties agree to complete the Private Placement to the Subscribers at the Closing for aggregate proceeds of up to CAD$7,000,000 and the Purchaser agrees to purchase at the Closing and the Corporation agrees to sell and issue to the Purchaser at the Closing 8,333,333 Shares (the "**Purchased Shares**"), at a purchase price of CAD$0.60 per Share, for an aggregate purchase price of CAD$5,000,000 (the **"Purchase Price**"). The Subscribers shall consist of the Purchaser as well as such additional subscribers in such allocations and amounts as may be identified by the Purchaser, in its sole discretion. At least 72 hours prior to Closing, the Purchaser shall provide a complete list of the Subscribers to the Corporation, including the number of Shares being subscribed for by each Subscriber and detailed registration instructions for each Subscriber, in a form that will reasonably permit the Corporation to prepare all necessary closing documentation, including the required treasury directions for certificates or direct registration system statements for the Closing.

### 2.2 Payment of Purchase Price

The Purchaser will, or will cause, the Purchase Price to be paid and satisfied on the Closing by:

(a) release and payment of the Deposit to the Corporation by way of solicitor's trust cheque or wire transfer of immediately available funds to a segregated bank account designated by the Corporation; and

(b) way of wire transfer of immediately available funds to a segregated bank account designated by the Corporation in an amount equal to the Purchase Price, less the Deposit.

### 2.3 Deposit

Upon execution of this Agreement, the Purchaser shall pay a sum of USD$1,400,000 (the "**Deposit**") in trust to the Corporation's Solicitor, to be held by the Corporation's Solicitor, without interest, provided that in the event the transactions contemplated by this Agreement are not completed for any reason, then the Deposit shall be returned to the Purchaser by the Corporation's Solicitor without set-off or deduction in any amount as soon as reasonable practicable after the date that the purchase and sale contemplated hereby is not completed.

### 2.4 Closing; Delivery

(a) The closing of the Private Placement, including the purchase and sale of the Purchased Shares and the Change of Management (the "**Closing**"), shall take place remotely via the exchange of documents and signatures at 3:00 p.m. (Mountain time) on May 8, 2025, or at such other time or times and place as the Corporation and the Purchaser mutually agree upon, in writing.

(b) At the Closing, upon the Corporation's receipt of payment of the Purchase Price from the Purchaser in accordance with Section 2.2, the Corporation shall deliver to the Purchaser certificates or direct registration system statements representing the Purchased Shares.

### 2.5 Use of Proceeds

The proceeds from the sale of the Shares pursuant to the Private Placement contemplated hereby shall be used by the Corporation for working capital and general corporate purposes.

## ARTICLE 3
## REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

The Corporation hereby represents and warrants to the Purchaser that, except as set forth on the Disclosure Letter, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date hereof and as of the date of the Closing, except as otherwise indicated. The Disclosure Letter shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Article 3, and the disclosures in any section or subsection of the Disclosure Letter shall qualify other sections and subsections in this Article 3 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

(a) The Corporation is a corporation duly organized and validly existing under the *Business Corporations Act* (British Columbia). Each Subsidiary is a corporation duly organized and validly existing in their respective jurisdictions of incorporation, continuance or creation, except where the failure to be so duly organized and validly existing would not have a Material Adverse Effect on the Corporation. Each of the Corporation and the Subsidiaries are qualified to do business in and is in good standing in each jurisdiction in which the failure to so qualify would not have a Material Adverse Effect on the Corporation.

(b) The Corporation has all requisite power and authority, corporate or otherwise, (i) to execute and deliver this Agreement and the documents and agreements to be executed and delivered in connection herewith, and (ii) to perform its obligations hereunder and thereunder. The execution, delivery and performance by the Corporation of this Agreement, and the documents and agreements to be executed and delivered in connection herewith, have been duly authorized by the Board and no other corporate proceedings on the part of the Corporation are necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement, when executed and delivered by the Corporation, shall constitute valid and legally binding obligations of the Corporation enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) The authorized share capital of the Corporation consists of an unlimited number of Shares. Article 3(c) of the Disclosure Letter sets forth the true, complete, and correct capitalization of the Corporation as of the date hereof, including (i) the number of issued and outstanding Shares, with, to the best of the knowledge of the Corporation, the name of each holder thereof whose holdings equal or exceed 10% of the issued and outstanding Shares; and (ii) all outstanding equity options, warrants, PSUs, DSUs, RSUs, derivative securities or phantom interests with respect to the Corporation. All of the outstanding Shares have been duly authorized, are fully paid and non-assessable and were issued in compliance with applicable Canadian Securities Laws.

(d) The authorized equity of the Corporation is not subject to any pre-emptive right in favor of any Person.

(e) The Purchased Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be duly authorized, validly issued, fully paid and non-assessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, applicable Canadian Securities Laws, applicable U.S. Securities Laws and Encumbrances created by or imposed by the Purchaser. The Purchased Shares to be issued pursuant to and in conformity with the terms of this Agreement and will be issued in compliance with all applicable Canadian Securities Laws.

(f) The Corporation does not have any subsidiaries other than the Subsidiaries and, except as disclosed in Article 3(f) of the Disclosure Letter, the Corporation is the sole owner of all of the issued and outstanding equity of the Subsidiaries, free and clear of all Encumbrances, and no Person holds any right to, or right to acquire, any equity or similar interest in the Subsidiaries.

(g) The authorized equity of the Subsidiaries is not subject to any pre-emptive right in favor of any Person.

(h) No Bankruptcy Proceedings:

(i) The Corporation: (i) is not an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or any similar legislation in any other jurisdiction relating to bankruptcy or insolvency; nor (ii) has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. The Corporation has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of the Corporation or any of its undertakings, property or assets and no execution or distress has been levied on any of their undertakings, property or assets, nor have any proceedings been commenced in connection with any of the foregoing.

(ii) Except as would not be expected to have a Material Adverse Effect on the Corporation, none of the Subsidiaries: (i) is an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or any similar legislation in any other jurisdiction relating to bankruptcy or insolvency; nor (ii) has made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. Except as would not be expected to have a Material Adverse Effect on the Corporation, none of the Subsidiaries, has initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of the Subsidiaries or any of their undertakings, property or assets and no execution or distress has been levied on any of their undertakings, property or assets, nor have any proceedings been commenced in connection with any of the foregoing, except for appointments or executions or distresses that would result in a Material Adverse Effect on the Corporation.

(i) The execution and delivery of this Agreement and the exercise by the Corporation of the rights granted to it under this Agreement and the performance by the Corporation of its obligations under this Agreement will not (i) conflict with or result in the violation or breach of any of the provisions of the Constating Documents of the Corporation, (ii) conflict with or result in a breach of or result in the creation or imposition of any lien or right of any other Person under or default under any agreement or other instruction of obligation to which the Corporation or a Subsidiary is a party or by the Corporation or a Subsidiary may be bound, or (iii) result in the violation of any Law applicable to the Corporation or conflict with rights of third parties.

(j) Except as disclosed in Article 3(j) of the Disclosure Letter, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state, provincial or local Governmental Authority or Person is required on the part of the Corporation in connection with the valid execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, except for filings pursuant to applicable Canadian Securities Laws (if any), applicable U.S. Securities Laws (if any) and the approval of the TSX Venture Exchange.

(k) The corporate records and minute books of the Corporation contain, in all material respects, complete and accurate minutes of all meetings and resolutions of the directors and shareholders of the Corporation held or passed since December 31, 2022, all such meetings were duly called and held or notice was waived, and the registers of directors of the Corporation, as the case may be, are complete and accurate in all material respects and have been maintained in conformity with the provisions of its Constating Documents and applicable Law.

(l) The Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods (except as stated therein) and present fairly, in all material respects, the financial position of the Corporation, as of the dates provided therein and the results of its operations and the changes in financial position for the periods then ended in accordance with IFRS as at the dates thereof.

(m) No securities commission, stock exchange or similar regulatory authority has issued any order preventing or suspending trading of any securities of the Corporation and the Corporation is not in default of any requirement of applicable Canadian Securities Laws except for defaults that would not result in or reasonably be expected to be material.

(n) The information and statements set forth in the Public Documents were true, correct and complete in all material respects and did not contain any misrepresentation, as of their respective dates, and the Corporation has not filed any confidential material change reports which continue to be confidential.

(o) The Corporation is a "reporting issuer" or has equivalent status in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Québec and Saskatchewan, the Shares of the Corporation are listed on the TSX Venture Exchange and the Corporation is not in default of any requirement of applicable Canadian Securities Laws that remains outstanding, except for defaults that would not result in or reasonably be expected to result in a Material Adverse Effect.

(p) Other than set out in Article 3(p) of the Disclosure Letter, since December 31, 2023, the Corporation has carried on business and conducted its operations and affairs only in the ordinary course and the Corporation has not: (i) made or suffered any Material Adverse Change; (ii) suffered any damage, destruction or loss (whether or not covered by insurance) materially adversely affecting the assets of the Corporation or any Subsidiary; (iii) incurred any liability, obligation, indebtedness or commitment (whether accrued, absolute, contingent or otherwise, and whether due or to become due), other than unsecured current liabilities, obligations, indebtedness and commitments incurred in the ordinary course; (iv) paid, discharged or satisfied any Encumbrance, liability, obligation, indebtedness or commitment of the Corporation or any Subsidiary (whether accrued, absolute, contingent or otherwise, and whether due or to become due) other than payment Encumbrances, liabilities, obligations, indebtedness, commitments or Tax liabilities incurred in the ordinary course; (v) declared, set aside or paid any dividend or made any other distribution with respect to any shares in the capital of the Corporation or any Subsidiary or redeemed, repurchased or otherwise acquired, directly or indirectly, any such shares; (vi) suffered any labour trouble or disruption, including any strike or lockout, adversely affecting the Corporation, any Subsidiary or their business; (vii) made or granted, or entered into any agreement to make or grant, any licence, sale, assignment, transfer, disposition, pledge, mortgage, hypothec or security interest or other Encumbrance of, on or over any of the assets of the Corporation and the Subsidiaries; (viii) cancelled any debts or claims or made any amendment, termination or waiver of any rights of value to the Corporation or the Subsidiaries in amounts exceeding $100,000 in each instance or $500,000 in the aggregate; (ix) made any general increase in the compensation of employees (including, any increase pursuant to any employee plan or commitment) or any increase in any compensation, benefits or bonus payable to any officer, employee, consultant or agent of the Corporation or any Subsidiary or executed any employment contract with any officer or employee, or made any loan to, or engaged in any transaction with, any employee, officer or director of the Corporation or any Subsidiary or made any amendment to any employee plan or established or adopted any employee plan or entered into any contract in respect of any employee plan; (x) made any change in the accounting, costing or tax practices (including, without limitation, tax accounting methodologies or tax elections) followed by the Corporation or the Subsidiaries; (xi) terminated, cancelled or modified in any material respect or received any notice of a request for termination, cancellation or modification of any contract to which the Corporation or any Subsidiary is a party and which is material to the business of the Corporation or any Subsidiary; or (xii) authorized or agreed to or otherwise committed to do any of the foregoing.

(q) Except for material contract or agreements already disclosed to the Purchaser, there are no material contracts or agreements to which the Corporation is a party or by which it is bound.

(r) The Corporation and each of its Subsidiaries has complied with and remains in material compliance with all Laws applicable to the operations of its business.

(s) Except as disclosed in Article 3(s) of the Disclosure Letter or to the extent that any violation or other matter referred to in this subparagraph does not have a Material Adverse Effect on the Corporation: (i) neither the Corporation nor any of its Subsidiaries is in violation of any Environmental Laws; (ii) the Corporation and each of its Subsidiaries have operated their business at all times and have received, handled, used, stored, treated, shipped and disposed of all Hazardous Substances without violation of Environmental Laws; (iii) there have been no spills, releases, deposits or discharges of Hazardous Substances into the Environment by the Corporation or its Subsidiaries that have not been remedied; (iv) no orders, directives, demands or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the Corporation's business and the Corporation is not aware of any fact or circumstance which, if known to any Governmental Authority, could reasonably be expected to lead to such orders, directives, demands or notices; (v) neither the Corporation nor any of its Subsidiaries has failed to report to the proper Governmental Authorities, the occurrence of any event which is required to be so reported by any Environmental Law; (vi) the Corporation and its Subsidiaries each hold all permits required under any Environmental Laws in connection with the operation of their business and the ownership and use of their assets, all such permits are in full force and effect, and except for notifications and conditions of general application to assets of reclamation obligations under any jurisdiction in which it conducts its business, neither the Corporation nor its Subsidiaries has received any notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any license, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated; and (vii) full and accurate particulars of or, in the case of a document, a copy of all environmental or health and safety assessments, audits, reviews or investigations, whether in draft or final form, which concern in whole or in part (directly or indirectly) the current or previous operations of the Corporation or its Subsidiaries and which are in the possession or control of the Corporation as of the date hereof have been made available to the Purchaser.

(t) Except as disclosed in Article 3(t) of the Disclosure Letter, there are no suits, actions, prosecutions, investigations or proceedings – whether actual, pending or, to the Corporation's knowledge, threatened – against or affecting the Corporation or any of the Subsidiaries. To the Corporation's knowledge, there are no grounds on which any such suit, action, prosecution, investigation or proceeding could be initiated with a reasonable likelihood of success.

(u) The Corporation has duly and timely filed, in proper form, returns in respect of Taxes under the Tax Act, the income tax legislation of any other province of Canada or the income tax legislation of any foreign country or any political subdivision thereof in which it carries on business or to the jurisdiction of which it is otherwise subject for all prior periods in respect of which such filings have heretofore been required, and all Taxes shown thereof and all Taxes owing with respect to periods ending on or prior to September 30, 2024, have been paid or accrued on the books of the Corporation.

(v) There are no outstanding agreements or waivers material to the Corporation extending the statutory period of limitations applicable to any federal, provincial or other income Tax return for any period and there are no proposed, in writing, or issued assessments or reassessments respecting the Corporation material to it or its assets pursuant to which there are amounts owing in respect thereof with any taxing authority.

(w) The Corporation has not engaged any broker or other agent in connection with the transactions contemplated by this Agreement and, accordingly, there is no commission, fee or other remuneration payable by the Corporation to any broker, underwriter or agent who purports or may purport to act or have acted for the Corporation.

(x) To the knowledge of any of the Corporation's directors, officers, employees or agents, the Corporation has not, violated or are in violation of, or directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as defined in the *Foreign Corrupt Practices Act of 1977* (U.S.), as amended and the rules and regulations thereunder) (collectively, the "**FCPA**") or "foreign public official" (as such term is defined in the *Corruption of Foreign Public Officials Act* (Canada), as amended (the "**CFPO**")), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign Governmental Authority, or (iii) securing any improper advantage, in each case, in order to assist the Corporation or any of its Affiliates in obtaining or retaining business for or with, or directing business to, any person. Neither the Corporation nor any of its respective directors, officers, employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any Law, rule or regulation. The Corporation further represents that it has maintained systems of internal controls (including accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, CFPO or any other applicable anti-bribery or anti-corruption Law. To the Corporation's knowledge, none of the Corporation's officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA, CFPO or any other anti-corruption Law.

(y) There are no payments or benefits, including accrued bonuses, owing or that will become owing in connection with the transactions contemplated herein to the current directors or officers of the Corporation or any of its Subsidiaries under any contract settlements, employment agreements, bonus plans, retention arrangements, change of control agreements, separation agreements or severance obligations (whether resulting from termination or alteration of duties).

(z) All of the disclosures furnished by or on behalf of the Corporation to the Purchaser regarding the transactions contemplated by this Agreement are true and correct in all material respects and do not contain any untrue statement of a material fact or omit any material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading.

(aa) The Corporation is a foreign private issuer (as defined in Rule 405 under the U.S. Securities Act) with no substantial U.S. market interest (as defined in Rule 902 under the U.S. Securities Act) in any class of its securities. No class of the Corporation's securities is registered or required to be registered under Section 12 of the U.S. Exchange Act. The Corporation is not required to file reports pursuant to Section 13 or 15(d) of the U.S. Exchange Act. The Corporation is not registered or required to register, nor will the use of proceeds of the Purchased Shares result in it being required to register, as an investment company under the United States Investment Company Act of 1940, as amended. Neither the Corporation nor any of its predecessors is or has been subject to an order under Section 12(j) of the U.S. Exchange Act. As of the date of this Agreement, the issuance of the Purchased Shares would not result, through the passage of time or otherwise, in the Corporation ceasing to be a foreign private issuer (as defined in Rule 405 under the U.S. Securities Act).

(bb) The offer and sale of the Purchased Shares will be exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. The Corporation has not engaged and will not engage in any general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D under the U.S. Securities Act, or any other manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act, with respect to the offer and sale of the Purchased Shares. None of the Corporation, any of its predecessors, any affiliated issuer of the Corporation, any director or executive officer of the Corporation, any other officer of the Corporation participating in the offering of the Purchased Shares, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, or any promoter connected with the Corporation in any capacity is subject to any of the "Bad Actor" disqualifications provisions described in Rule 506(d) of Regulation D under the U.S. Securities Act. No person has been or will be paid, directly or indirectly, any renumeration for solicitation of purchasers of the Purchased Shares. The Corporation has not taken and will not take any action that would cause the issuance of the Purchased Shares to cease to be available for the exemptions from the registration requirements of the U.S. Securities Act provided by Rule 506(b) under the U.S. Securities Act and Section 4(a)(2) of the U.S. Securities Act.

(cc) The Transaction Costs will not exceed [redacted] except as permitted herein.

(dd) The Net Debt is not more than [redacted].

## ARTICLE 4
## REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Corporation that:

(a) It is a limited liability company incorporated pursuant to the Laws of New Jersey and is qualified to do business in and is in good standing and validly existing under the Laws of New Jersey.

(b) The Purchaser has all requisite power and authority, company or otherwise, (i) to execute and deliver this Agreement and the documents and agreements to be executed and delivered in connection herewith, and (ii) to perform its obligations hereunder and thereunder. The execution, delivery and performance by the Purchaser of this Agreement, and the documents and agreements to be executed and delivered in connection herewith, have been duly authorized by all necessary company action on the part of the Purchaser. This Agreement, and the agreements to be executed and delivered in connection herewith, have been duly executed and delivered by the Purchaser and constitute the legal, valid and binding obligations of the Purchaser enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application referring to or affecting the enforcement of creditors' rights, or by general equitable principles.

(c) The execution and delivery of this Agreement and the exercise by the Purchaser of the rights granted to it under this Agreement and the performance by the Purchaser of its obligations under this Agreement will not (i) conflict with or result in the violation or breach of any of the provisions of the Constating Documents of the Purchaser, (ii) conflict with or result in a breach of or result in the creation or imposition of any lien or right of any other Person under or default under any agreement or other instrument of obligation to which the Purchaser is a party or by which it may be bound or (iii) result in the violation of any Law. Except for the early warning report to be filed by the Purchaser pursuant to Canadian Securities Laws, no consent, notice, approval, authorization, order or agreement of, or registration, filing or qualification with, any Governmental Authority or other Person is required for the execution, delivery or performance of this Agreement by the Purchaser.

(d) Neither the Purchaser nor any of its Affiliates beneficially own, control or direct any Shares or any other securities of the Corporation.

(e) The Purchaser is purchasing the Purchased Shares for investment purposes only, and not in a transaction or series of transactions involving the purchase and sale or a repurchase and resale in the course of or incidental to a distribution.

(f) The Purchaser is not acting jointly or in concert (as such terms is defined in NI 62-104) with any other Person in connection with its purchase of the Purchased Shares contemplated hereunder.

(g) The Purchaser is not a "related party" of the Corporation within the meaning of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

(h) The Purchaser has not been provided with an offering memorandum or prospectus (each as defined under Canadian Securities Laws) or any similar document or any document deemed to be an offering memorandum under Canadian Securities Laws in connection with the issue of the Purchased Shares, and the decision to execute this Agreement and to subscribe for and purchase the Purchased Shares has not been based on any verbal or written representations as to fact or otherwise made by or on behalf of the Corporation, other than such written representations as are expressly contained in this Agreement.

(i) The Purchaser has not engaged any broker or other agent in connection with the transactions contemplated by this Agreement and, accordingly, there is no commission, fee or other remuneration payable by the Purchaser to any broker, underwriter or agent who purports or may purport to act or have acted for the Purchaser.

(j) The Purchaser:

(i) is an "accredited investor" within the meaning of Rule 501(a) of Regulation D, promulgated by the Securities and Exchange Commission under the U.S. Securities Act, as set out on Exhibit A;

(ii) is acting as principal on its own account and not as agent for another Person in respect of its subscription from the Purchased Shares;

(iii) is resident in the jurisdiction set out in its address in Section 10.9 and such address was not created and is not used solely for the purpose of acquiring the Purchased Shares; and

(iv) was not solicited to purchase the Purchased Shares.

(k) The Purchaser has complied with all applicable Laws and obtained all requisite government or other consents which may be required in connection with the purchase of the Purchased Shares.

(l) The Purchaser is not resident in British Columbia, and acknowledges that the Corporation is relying on the exemption from the prospectus requirement under Section 3 of British Columbia Instrument 72-503 **-** *Distribution of Securities outside British Columbia* for a private placement of the Purchased Shares to purchasers not resident in British Columbia.

(m) The funds representing the Purchase Price which will be advanced by the Purchaser to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Criminal Code*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the

“**PCMLTFA**”) or analogous legislation and the Purchaser acknowledges that the Corporation may in the future be required by Law to disclose the Purchaser’s name and other information relating to this Agreement, on a confidential basis, pursuant to the PCMLTFA or analogous legislation. To the Purchaser’s knowledge, none of the funds representing the Purchase Price to be provided by the Purchaser: (i) have been or will be derived from or related to any activity that is deemed criminal under the Laws of Canada, the United States or any other jurisdiction; or (ii) are being tendered on behalf of a Person or entity who has not been identified to the Purchaser.

(n) The Purchaser will have, at the Closing, available funds sufficient to pay the Purchase Price pursuant to this Agreement.

(o) The Purchaser acknowledges that:

(i) the Purchased Shares will be subject to transfer restrictions pursuant to applicable Canadian Securities Laws, including Section 2.5 of NI 45-102, that, unless otherwise permitted under Canadian Securities Laws, it must not trade the Purchased Shares before the date that is four months and a day after the date of issuance of the Purchased Shares, and that the Purchased Shares will bear legends substantially in the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE **[the date that is 4 months and a day after the date of Closing]**”

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE ”U.S. SECURITIES ACT“) OR THE SECURITIES COMMISSION OF ANY STATE AND WERE ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY: (i) RULE 144; OR (ii) RULE 144A THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS, AND THE HOLDER HAS, PRIOR TO ANY TRANSFER OR SALE CONTEMPLATED IN (C) OR (D) ABOVE, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE ”GOOD DELIVERY“ IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

(ii) it will not resell the Purchased Shares except in compliance with applicable Canadian Securities Laws and the Purchaser acknowledges that it is solely responsible for such compliance;

(iii) the Corporation may be required to file reports of trade with all applicable securities commission or other securities regulatory authority containing information about the Purchaser. These reports of trade will include the full name, the address and telephone number of the Purchaser, the number and type of purchased securities, the purchase price, the date of the purchase and the prospectus exemption relied upon under Canadian Securities Laws to complete such purchase. The Corporation may also be required pursuant to Canadian Securities Laws to file this Agreement on SEDAR+. By executing this Agreement, the Purchaser authorizes the indirect collection of the information described in this Article 4(n)(iii) and consents to the disclosure of such information to the public through (i) the filing of a report of trade with all applicable securities commission or other securities regulatory authority and (ii) the filing of this Agreement on SEDAR+;

(iv) the Purchased Shares are being offered on a "private placement" basis;

(v) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Purchased Shares;

(vi) there is no government or other insurance covering the Purchased Shares;

(vii) there are risks associated with the purchase of the Purchased Shares;

(viii) it has been advised that the Corporation is relying on an exemption from the requirements to provide the Purchaser with a prospectus and to sell the Purchased Shares through a Person registered to sell securities under Canadian Securities Laws and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by Canadian Securities Laws, including statutory rights of rescission or damages, will not be available to it;

(ix) it is aware, and it will advise its Affiliates and its and their respective directors and officers, that Canadian Securities Laws impose certain restrictions with respect to the communication of material non-public information and with respect to the purchase and sale of securities of a "reporting issuer" (as such term is defined under Canadian Securities Laws) by a Person who has received material non-public information; and

(x) it (i) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the purchase of the Purchased Shares, (ii) has adequate information concerning the Purchased Shares, (iii) has adequate information concerning the business and financial condition of the Corporation and its Affiliates, (iv) has conducted, to the extent it deemed necessary, an independent investigation of such matters as, in its judgment, is necessary for it to make an informed investment decision with respect to the Purchased Shares and the Corporation, and (v) has not relied upon the Corporation for any investigation into, assessment of, or evaluation with respect to the Purchased Shares or the Corporation.

## ARTICLE 5
## CONDITIONS TO THE PURCHASER'S OBLIGATIONS AT CLOSING

The obligations of the Purchaser to purchase Purchased Shares at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

### 5.1 Representations and Warranties

The representations and warranties of the Corporation contained in Article 3 that: (i) are qualified by materiality, the expressions "material", "materially and adversely", "Material Adverse Effect", "Material Adverse Change", or any other similar qualifiers shall be true and correct in all respect as so qualified, and (ii) are not qualified by materiality, the expressions "material", "materially and adversely", "Material Adverse Effect", "Material Adverse Change" or any other similar qualifiers shall be true and correct in all material respects, in each case, both as of the date of this Agreement and as of the Closing, as though made on and as of the Closing (except, with respect to the foregoing paragraphs (i) and (ii), to the extent such representations and warranties expressly speak of a specified date, in which case such representations and warranties shall be true and correct in the manner set forth in the foregoing paragraphs (i) and (ii), as applicable, as of such specified date), and a certificate of a senior officer of the Corporation shall be delivered at Closing to that effect.

### 5.2 Performance

The Corporation shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Corporation on or before the Closing, and a certificate of a senior officer of the Corporation shall be delivered at Closing to that effect.

### 5.3 Qualifications

All authorizations, approvals or permits, if any, of any Governmental Authority or regulatory body that are required in connection with the lawful issuance and sale of the Purchased Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

### 5.4 Board of Directors and New Executives

As of the Closing, the authorized size of the Board shall be five members, and the Board shall consist of the Board Nominees and the current officers shall have been replaced by the New Executives.

### 5.5 Resignation and Releases

At Closing, each current director (other than Mischa Zajtmann) and officer (other than Sean Hennessey) of the Corporation shall have executed and delivered to the Corporation a resignation and mutual release in favour of the Corporation, including a release from any entitlement to any Change of Control Payments.

### 5.6 Officer Certificate

An officer of the Corporation shall have delivered to the Purchaser at the Closing a certificate certifying (i) the Constating Documents of the Corporation, (ii) resolutions of the Board approving this Agreement, and the transactions contemplated under this Agreement and certain other corporate matters, and (iii) incumbency of the directors and officers of the Corporation executing this Agreement.

### 5.7 Certificate of Good Standing

The Corporation shall have delivered to the Purchaser a certificate of good standing from the British Columbia Corporate Registry with respect to the Corporation dated within five Business Days of Closing.

## 5.8 Proceedings and Documents

All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incidents thereto shall be reasonably satisfactory in form and substance to the Purchaser, and the Purchaser (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested.

## 5.9 Share Certificate

The Corporation shall have delivered to the Purchaser a share certificate (duly executed by the Corporation) or direct registration system statement representing the number of Purchased Shares purchased pursuant to this Agreement.

## 5.10 Shareholder Approval

The Written Shareholder Consent (as may be required by the TSX Venture Exchange) shall have been obtained, in accordance with applicable Laws and the policies of the TSX Venture Exchange.

## 5.11 TSXV Approval

The TSX Venture Exchange shall have conditionally approved the Private Placement, including the purchase of the Purchased Shares by the Purchaser pursuant to the terms and conditions of this Agreement and, to the extent required, the Change of Management.

## 5.12 Cancellation Agreements

The Corporation shall have delivered to the Purchaser the Cancellation Agreements.

## 5.13 No Legal Action

No order or notice will have been made, issued or delivered by any Governmental Authority, seeking to enjoin, restrict or prohibit or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement that will not be terminated at the time of Closing or imposing any temporary or permanent material terms or conditions on any of the transactions contemplated by this Agreement that will not be terminated on the time of Closing.

## 5.14 Issued and Outstanding Certificate

The Corporation shall have delivered a certificate of its registrar and transfer agent confirming the issued and outstanding Purchased Shares of the Corporation as of the Business Day prior to Closing.

# ARTICLE 6
# CONDITIONS OF THE CORPORATION'S OBLIGATIONS AT CLOSING

The obligations of the Corporation to sell Purchased Shares to the Purchaser at the Closing are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

## 6.1 Representations and Warranties

The representations and warranties of the Purchaser contained in Article 4 that: (i) are qualified by materiality, the expressions "material", "materially and adversely", "material adverse effect", "material adverse change", or any other similar qualifiers shall be true and correct in all respect as so qualified, and (ii) are not qualified by materiality, the expressions "material", "materially and adversely", "material adverse effect", "material adverse change" or any other similar qualifiers shall be true and correct in all material respects, in each case, both as of the date of this Agreement and as of the Closing, as though made on and as of the Closing (except, with respect to the foregoing paragraphs (i) and (ii), to the extent such representations and warranties expressly speak of a specified date, in which case such representations and warranties shall be true and correct in the manner set forth in the foregoing paragraphs (i) and (ii), as applicable, as of such specified date).

**6.2 Performance**

The Purchaser shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before the Closing.

**6.3 Qualifications**

All authorizations, approvals or permits, if any, of any Governmental Authority or regulatory body that are required in connection with the lawful issuance and sale of the Purchased Shares pursuant to this Agreement shall be obtained and effective as of the Closing.

**6.4 Consent of Board Nominees**

Each new Board Nominee will have executed and delivered (or caused to be delivered) to the Corporation a consent to act as a director of the Corporation.

**6.5 Officer Certificate**

An officer of the Purchaser shall have delivered to the Corporation at the Closing a certificate certifying (i) the Constating Documents of the Corporation, (ii) resolutions of the board of directors of the Purchaser approving this Agreement, and the transactions contemplated under this Agreement and certain other corporate matters, and (iii) incumbency of the directors and officers of the Purchaser executing this Agreement.

**6.6 Certificate of Good Standing**

The Purchaser shall have delivered to the Corporation a certificate of good standing from the New Jersey Corporate Registry with respect to the Corporation dated within five Business Days of Closing.

**6.7 Purchase Price**

The Purchaser shall have delivered the Purchase Price to the Corporation, or such other Person designed by the Corporation.

**6.8 Shareholder Approval**

The Written Shareholder Consent (as may be required by the TSX Venture Exchange) shall have been obtained, in accordance with applicable Laws and the policies of the TSX Venture Exchange.

**6.9 TSXV Approval**

The TSX Venture Exchange shall have conditionally approved the Private Placement, including the purchase of the Purchased Shares by the Purchaser pursuant to the terms and conditions of this Agreement and, to the extent required, the Change of Management. The Purchaser shall have also delivered, or caused to be delivered to the Corporation any material required to be filed with the TSX Venture Exchange (including, but not limited to, a Corporate Placee Registration Form and Personal Information Form) with respect to the Purchaser or the Board Nominees.

## 6.10 Accredited Investor Certificate

The Purchaser shall deliver to the Corporation an executed accredited investor certificate in the form attached as Exhibit A to this Agreement.

## 6.11 No Legal Action

No order or notice will have been made, issued or delivered by any Governmental Authority, seeking to enjoin, restrict or prohibit or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement that will not be terminated at the time of Closing or imposing any temporary or permanent material terms or conditions on any of the transactions contemplated by this Agreement that will not be terminated on the time of Closing.

# ARTICLE 7
# USE OF PERSONAL INFORMATION AND FILINGS

## 7.1 The Purchaser's Acknowledgement and Consent

The Purchaser acknowledges and consents to the fact that the Corporation is collecting the Purchaser's Personal Information (which may also include personal information of certain directors or officers and the Board Nominees) for the purpose of completing the Purchaser's subscription contemplated by this Agreement. The Purchaser acknowledges and consents to the Corporation retaining the Personal Information for as long as required by Law. The Purchaser further acknowledges and consents to the fact that the Corporation may be required by Canadian Securities Laws and other Laws, to provide regulatory authorities any Personal Information provided by the Purchaser. In addition to the foregoing, the Purchaser agrees and acknowledges that the Corporation may use and disclose the Personal Information as follows:

(a) where required by Law or applicable court or regulatory order, for use and disclosure for income tax related purposes, including disclosure to the Canada Revenue Agency;

(b) where required by Law or applicable court or regulatory order, for disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings;

(c) where required by Law or applicable court or regulatory order, for disclosure to a governmental or other authority to which the disclosure is required by order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;

(d) for disclosure to legal counsel of the Corporation in connection with the performance of their professional services in connection with the issuance of the Purchased Shares;

(e) for disclosure to a court determining the rights of the parties under this Agreement; or

(f) for use and disclosure only as otherwise required by Law.

## 7.2 Disclosure

The Purchaser hereby acknowledges and consents to: (i) the disclosure by the Purchaser and the Corporation of Personal Information concerning the Purchaser (and certain directors or officers and the Board Nominees) to a securities regulatory authority or other regulatory authority, or to the TSX Venture Exchange, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information for the following purposes by the TSX Venture Exchange and/or any securities regulatory authority (or as otherwise identified by the TSX Venture Exchange and/or any securities regulatory authority, from time to time) to:

(a) conduct background checks;

(b) verify the Personal Information that has been provided about the Purchaser;

(c) consider the suitability of the Purchaser as a holder of securities of the Corporation;

(d) consider the eligibility of the Corporation to continue to list on the TSX Venture Exchange;

(e) conduct enforcement proceedings; and

(f) perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the TSX Venture Exchange and applicable securities regulators, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

In this Agreement, "**Personal Information**" means any information about the Purchaser, its directors and officers, and the Board Nominees, required to be disclosed to a securities regulatory authorities and other regulatory bodies or the TSX Venture Exchange.

### 7.3 Filings

The Purchaser covenants and agrees that, if required by Canadian Securities Laws or U.S. Securities Laws, competition or antitrust Laws, or by any securities regulatory authority, stock exchange (including the TSX Venture Exchange) or other regulatory authority, the Purchaser will execute, deliver, file and otherwise assist the Corporation in filing (and cause any requisite representatives of the Corporation to do the foregoing), such reports, undertakings, notifications, requests, applications, and other documents with respect to the issuance of the Purchased Shares as may be required, and the Purchaser hereby consents to all such filings by the Corporation.

## ARTICLE 8
## COVENANTS

### 8.1 Preparation of Filings

(a) The Corporation and the Purchaser shall co-operate and use their reasonable commercial efforts in good faith to take, or cause to be taken, all reasonable actions, including the preparation of any applications for any applications for TSX Venture Exchange or other regulatory approvals and other orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the transactions contemplated by this Agreement and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement and the transactions contemplated by this Agreement, and to complete any of the transactions contemplated by this Agreement, including their obligations under applicable Laws.

(b) The Purchaser shall, promptly following execution of this Agreement, prepare and deliver to the Corporation for delivery to the TSX Venture Exchange any documents and other filings, including but not limited to any Personal Information Forms and Corporate Placee Forms, as the TSX Venture Exchange may require from the Purchaser (or its representatives) for the purpose of approving the transactions contemplated by this Agreement.

(c) The Corporation shall file on a timely basis a Form D under the U.S. Securities Act with respect to the offer and sale of the Purchased Shares, together with any filings required under applicable

U.S. state securities laws, and shall make on a timely basis all other required filings in connection therewith.

**8.2 Steps to be taken by the Corporation.**

(a) The Corporation covenants in favour of the Purchaser that it will expeditiously make applications for approval of the transactions contemplated by this Agreement from the TSX Venture Exchange, and that it will comply with TSX Venture Exchange policies so that the Purchased Shares issuable in connection with the transactions contemplated by this Agreement and any other transactions contemplated hereby are accepted for listing by the TSX Venture Exchange pursuant to such policies.

(b) The Corporation agrees that, at Closing and subject to the satisfaction or waiver of the conditions herein contained in favour of the Corporation, the Corporation shall provide to the registrar and transfer agent of the Corporation an irrevocable direction to issue the Purchased Shares issuable pursuant to the transactions contemplated by this Agreement to the Purchaser as contemplated herein.

(c) Following the execution of this Agreement, the Corporation shall use all reasonable commercial efforts to obtain the Written Shareholder Consent within five Business Days following the TSX Venture Exchange's approval of the form of Written Shareholder Consent and shall publicly announce in connection with the public announcement of the execution of this Agreement that the Board has recommended that the Corporation's shareholders execute the Written Shareholder Consent.

(d) The employment of all officers of the Corporation (other than Sean Hennessey) shall be terminated at the Closing.

(e) From the date hereof until Closing or termination of this Agreement, except with the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed), and except as otherwise expressly permitted or specifically contemplated by this Agreement or required by applicable Laws, the Corporation covenants and agrees that the Corporation and its Subsidiaries shall each conduct its business and affairs only in the usual and ordinary course of business consistent with past practice (for greater certainty, where it is an operator of any property, it shall operate and maintain such property in a proper and prudent manner in accordance with good industry practice and the agreements governing the ownership and operation of such property) and the Corporation and its Subsidiaries shall:

(i) consult with the Purchaser in respect of its ongoing business and affairs and keep the Purchaser apprised of all material developments relating thereto;

(ii) pay or accrue all costs and expenses relating to the Corporation's assets which become due; and

(iii) perform and comply in all material respects with its obligations related to Corporation's assets.

For greater certainty, the Corporation shall not enter into or perform any contract, agreement, commitment or arrangement with respect to the acquisition or disposition of, or resolve to acquire or dispose of, any assets or of securities of any person in any manner, or conduct any financing activities in any manner, or take any action that is not in the usual and ordinary course or that is not consistent with past practices which would have a Material Adverse Effect on the Corporation, other than as contemplated in this Agreement.

## 8.3 Reporting Issuer and Listing

The Corporation covenants in favour of the Purchaser that it will use commercially reasonable effort to remain a "reporting issuer" not in default in any requirement of the Canadian Securities Laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Québec and Saskatchewan, and for the Shares to be continually listed on the TSX Venture Exchange or the Toronto Stock Exchange, for 36 months following the date of Closing, provided that this Section 8.3 shall not be construed as limiting or restricting the Corporation to agree to a consolidation, amalgamation, arrangement, takeover bid, merger or other like transaction that would result in the Corporation ceasing to be a reporting issuer.

## 8.4 Securities Laws Acknowledgements

The Purchaser covenants to execute and deliver all documentation as may be required to be executed and delivered by it pursuant to Canadian Securities Laws in connection with the purchase of the Purchased Shares.

## 8.5 Early Warning and Insider Reporting

(a) The Purchaser acknowledges that it shall be solely responsible for preparing and filing the report required under Part 5 of NI 62-104 within the time period required by NI 62-104 and Canadian Securities Laws.

(b) The Purchaser acknowledges that it shall be solely responsible for preparing and filing any report which may be required by NI 55-104 within the time period required by NI 55-104 and Canadian Securities Laws.

## 8.6 U.S. Securities Act Matters

(a) The Corporation agrees that the Purchased Shares will not bear any restrictive legends except the legends set forth in Article 4(o)(i) above (if and as required) and a legend in customary form regarding any transfer restrictions imposed by the U.S. Securities Act.

(b) The Corporation will use its commercially reasonable efforts to cause any U.S. Securities Act restrictive legend to be promptly removed by the applicable transfer agent from the applicable securities if at any time (i) the Purchaser proposes to transfer any of such securities pursuant to Regulation S under the U.S. Securities Act and delivers to the Corporation a declaration to such effect in form reasonably satisfactory to the Corporation, or (ii) the Purchaser provides the Corporation with (A) a written opinion of counsel or other evidence, which must be satisfactory to the Corporation, acting reasonably, to the effect that such legend may be removed; and (B) such other material as may be requested by the Corporation's transfer agent.

(c) In the event that the Corporation (i) ceases to be a foreign private issuer (as defined in Rule 405 under the U.S. Securities Act) and (ii) is obligated to file reports with the U.S. Securities and Exchange Commission, the Corporation will grant to the Purchaser customary registration rights under the U.S. Securities Act with respect to the Purchased Shares, including demand registration rights, but only to the extent that any such securities have not been, or cannot be in a single transaction and without restriction as to manner of sale or number of securities sold, disposed of pursuant to any provision of Rule 144 or Regulation S promulgated under the U.S. Securities Act (or any similar provision then in force).

## 8.7 Covenants Regarding Non-Solicitation

(a) The Corporation shall immediately cease and cause to be terminated all existing solicitations, discussions and negotiations (including, without limitation, through any of its representatives), if any, with any third parties other than the Purchaser, initiated on or before the date of this Agreement with respect to any actual or potential Acquisition Proposal. The Corporation shall immediately discontinue, and shall cause its representatives to discontinue, access to any of their confidential information and not allow or establish access to any of their confidential information, or any data room, virtual or otherwise and shall promptly request the return or destruction of all confidential information regarding the Corporation provided to any third party in connection with a potential or actual Acquisition Proposal to the extent that such information has not previously been returned or destroyed, and shall use all commercially reasonable efforts to ensure that such requests are honored in accordance with the terms of any confidentiality agreement governing such information. The Corporation agrees that it shall not terminate, waive, release, amend, modify or otherwise forbear from the enforcement of, and agrees to take all necessary actions to actively prosecute and enforce, any agreement containing standstill provisions and any provision of any existing confidentiality agreement or any standstill agreement to which it is a party.

(b) The Corporation shall not, directly or indirectly, do or authorize or permit any of its representatives to do, any of the following:

(i) solicit, initiate, encourage or facilitate any inquiries, proposals or offers, whether publicly or otherwise, regarding an actual or potential Acquisition Proposal;

(ii) withdraw, amend, modify or qualify, or propose to withdraw, amend, modify or qualify, in any manner adverse to the Purchaser, the approval of the transactions contemplated by this Agreement by the Board or the recommendation of the Board that the shareholders execute the Written Shareholder Consent;

(iii) encourage or participate in any negotiations or discussions with any other person regarding an actual or potential Acquisition Proposal, or furnish information or provide access to any other person any information with respect to the Corporation's securities, business, properties, operations or condition (financial or otherwise) in connection with, or in furtherance of, an actual or potential Acquisition Proposal; or

(iv) accept, recommend, approve, agree to endorse or propose to accept, recommend, approve, agree to endorse or enter into an agreement to implement any Acquisition Proposal or otherwise take any action that could reasonably be expected to lead to an Acquisition Proposal.

# ARTICLE 9
# INDEMNIFICATION

## 9.1 Indemnification by the Corporation

Subject to the other terms and conditions of this Section 9.1, from and after the Closing, the Corporation shall indemnify and defend the Purchaser against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser based upon, arising out of, with respect to or by reason of: (a) any inaccuracy in or breach of any of the representations or warranties of the Corporation contained in Article 3, whether or not the Purchaser relied on it, or (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Corporation pursuant to this Agreement.

### 9.2 Indemnification by the Purchaser

Subject to the other terms and conditions of this Section 9.2, from and after the Closing, the Corporation shall indemnify and defend the Corporation against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Corporation based upon, arising out of, with respect to or by reason of: (a) any inaccuracy in or breach of any of the representations or warranties of the Purchaser contained in Article 4; or (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchaser pursuant to this Agreement.

## ARTICLE 10
## MISCELLANEOUS

### 10.1 Survival of Representations and Warranties

Unless otherwise set forth in this Agreement, the representations and warranties of the Corporation and the Purchaser contained in or made pursuant to this Agreement shall not expire upon the Closing but shall survive the Closing for two (2) years. Nothing in this Section 10.1 shall have the effect of limiting or restricting any liability of the Corporation in respect of any claim arising as a result of or in connection with any fraud, wilful misconduct or wilful concealment.

### 10.2 Non-Disparagement

The Purchaser shall not, and shall cause its Affiliates not to, and shall not cause or encourage any of the Board Nominees or the New Executives to, either individually or in partnership or jointly or in conjunction with any other Person, as principal, agent, consultant, lender, contractor, employer, interest holder, investor, shareholder, partner, limited partner or in any other manner, make any public statement, whether written or oral, (including the repetition or distribution of derogatory rumours, allegations, negative reports or comments) that denigrates, disparages or discredits the Corporation, or the direct or indirect, current or former, employees, shareholders, directors, officers, partners or other representatives of the Corporation. Notwithstanding the foregoing, no such Person shall be restricted from making statements under this Section 10.2 when giving evidence in court in connection with any suit, action, prosecution, investigation or proceeding brought against any such Person or if required or compelled to do so by any Governmental Authority, order of any Governmental Authority or applicable Laws.

### 10.3 Termination

This Agreement may be terminated:

(a) by mutual written agreement executed by the Purchaser and the Corporation at any time prior to Closing;

(b) upon written notice by the Purchaser at any time after the date hereof if any event, fact, action or omission occurs which has the effect of causing any condition set out in Article 5 to not be capable of being satisfied by the Closing, unless the Purchaser has waived such condition;

(c) upon written notice by the Corporation at any time after the date hereof if any event, fact, action or omission occurs which has the effect of causing any condition set out in Article 6 to not be capable of being satisfied by the Closing, unless the Corporation has waived such condition;

(d) upon written notice by either Party, if the Closing has not occurred on or prior to the Outside Date;

provided, however, that the provisions of Article 9, Section 10.1, Section 10.5, Section 10.11 and Section 10.16 shall survive the termination of this Agreement notwithstanding such termination. Notwithstanding anything to the contrary herein, the termination of this Agreement will not relieve any party from any liability for any breach of this Agreement occurring prior to termination.

### 10.4 Successors and Assigns

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, attorneys, guardians, estate trustees, executors, trustees, successors (including any successor by reason of amalgamation of any Party) and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

### 10.5 Governing Law

This Agreement is governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein.

### 10.6 Currency

Unless otherwise specified, all reference to money amounts are in Canadian dollars.

### 10.7 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via email (including pdf or any electronic signature complying with applicable Law), or other transmission method and any counterpart so delivered is deemed to have been duly and validly delivered and be valid and effective for all purposes.

### 10.8 Titles and Subtitles

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

### 10.9 Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and are deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the Party to be notified, (b) when sent, if sent by email during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. Any email address or mailing address may be modified by written notice to the other Party given in accordance with this Section 10.9.

If notice is given to the Purchaser, it shall be sent to:

**ASK AMERICA, LLC**
[redacted]
Fairfield, NJ [redacted]
United States

Attention: Tom Borys
Email: [redacted]

with a copy to the email address commonly used at the time for communication between the Purchaser and the Corporation.

If notice is given to the Corporation, it shall be sent to:

**EVERGEN INFRASTRUCTURE CORP.**
1050 Homer St, Suite 390
Vancouver, British Columbia V6B 2W9

Attention: Mischa Zajtmann
Email: [redacted]

with a copy to the email address commonly used at the time for communication between the Purchaser and the Corporation.

**10.10 Publicity**

Following the Closing, the Corporation and the Purchaser may make reasonable disclosure of the transactions contemplated by this Agreement with the consent of the Corporation and the Purchaser, which consent may not be unreasonably withheld. In addition, the Corporation shall not use any Purchaser's name or the name of any of their respective Affiliates in any manner, context or format (including reference on or links to websites, press releases, etc.) without the prior approval of such Purchaser. In the event that the Corporation is required by Law (including, but not limited to the rules and policies of the TSX Venture Exchange) to disclose any such information, the Corporation shall promptly notify such Purchaser of this and shall cooperate with such Purchaser to the extent practicable so as to seek to limit the information disclosed to the information the Corporation is advised by counsel is required by Law to be disclosed and will, to the extent practicable, and at such Purchaser's expense, as applicable, seek to obtain a protective order over, or confidential treatment of such information.

**10.11 Legal Fees**

If any action at Law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable legal fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled or as determined by the court or arbitrator.

**10.12 Amendments and Waivers**

Any term of this Agreement may be amended, terminated or waived only with the written consent of the Corporation and the Purchaser.

**10.13 Severability**

The invalidity or unenforceability of any provision hereof in no way affects the validity or enforceability of any other provision.

**10.14 Delays or Omissions**

No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by Law or otherwise afforded to any Party, shall be cumulative and not alternative.

**10.15 Entire Agreement**

This Agreement (including the Disclosure Letter and Exhibits hereto) constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly cancelled.

**10.16 Dispute Resolution**

The Parties (i) hereby irrevocably and unconditionally submit and attorn to the jurisdiction of the courts of the Province of British Columbia for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the courts of the Province of British Columbia, and (iii) hereby waive, and agree not to assert, by way of motion, as a defence, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT OR DELICT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW, CIVIL LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

**10.17 Independent Legal Advice**

The Parties acknowledge that they have entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Parties acknowledge that they have been afforded the opportunity to obtain independent legal advice and confirm by the execution of this Agreement that they have either done so or waived their right to do so, and agree that this Agreement constitutes a binding legal obligation and that they are estopped from raising any claim on the basis that they have not obtained such advice.

[*Remainder of page intentionally left blank - Signature page follows*]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**EVERGEN INFRASTRUCTURE CORP.**

By: *(Signed) "Mischa Zajtmann"*
Name: Mischa Zajtmann
Title: Chief Executive Officer

**ASK AMERICA, LLC**

By: ______________________________
Name:
Title:

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**EVERGEN INFRASTRUCTURE CORP.**

By: ______________________________
Name:
Title:

**ASK AMERICA, LLC**

By: *(Signed) "Tom Borys"*
Name: Tom Borys
Title: Chief Financial Officer

**EXHIBIT A**

**FORM OF U.S. ACCREDITED INVESTOR CERTIFICATE**

The Purchaser (or, as the case may be, the disclosed principal on behalf of whom the Purchaser is contracting for) is an “accredited investor”, as such term is defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended, because, at the Closing, the Purchaser falls within one or more of the following categories (<u>Please check one or more, as applicable</u>):

*Please check the appropriate box(es)*

___ (1) Any bank as defined in section 3(a)(2) of the U.S. Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to section 15 of the United States Securities Exchange Act of 1934; an investment adviser registered pursuant to Section 203 of the United States Investment Advisers Act of 1940, as amended, or registered pursuant to the laws of a state of the United States; an investment adviser relying on the exemption from registering with the United States Securities and Exchange Commission under Section 203(l) or (n) of the United States Investment Advisers Act of 1940, as amended; an insurance Corporation as defined in section 2(13) of the U.S. Securities Act; an investment Corporation registered under the United States Investment Corporation Act of 1940, as amended (the “1940 Act”) or a business development Corporation as defined in section 2(a)(48) of the 1940 Act; a Small Business Investment Corporation licensed by the U.S. Small Business Administration under section 301(c) or (d) of the United States Small Business Investment Act of 1958; a rural business investment company as defined in Section 384A of the United States Consolidated Farm and Rural Development Act; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US$5,000,000; an employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974 where the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance Corporation, or registered investment adviser, or an employee benefit plan with total assets in excess of US$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

___ (2) Any private business development Corporation as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

___ (3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US$5,000,000;

___ (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of the Corporation;

___ (5) A natural person whose individual net worth, or joint net worth with his or her spouse or spousal equivalent, at the time of execution of the Certificate exceeds US$1,000,000, except that, for purposes of calculating net worth or joint net worth under this paragraph:

(i) the Purchaser's primary residence shall not be included as an asset;

(ii) indebtedness that is secured by the Purchaser's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the Purchased Shares, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of the Purchased Shares exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the Purchased Shares shall be included as a liability;

___ (6) A natural person who has an individual income in excess of US$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of US$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

___ (7) Any trust with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act;

___ (8) Any entity in which all of the equity owners fit within a category listed herein;

___ (9) an entity, of a type not listed in (1), (2), (3), (7), or (8) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of US$5,000,000;

___ (10) a natural person who holds, in good standing, one of the following professional licenses: the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65);

___ (11) any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, as amended, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

___ (12) a "family office," as defined in Rule 202(a)(11)(G)-1 under the United States Investment Advisers Act of 1940, as amended: (i) with assets under management in excess of US$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Purchased Shares, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

___ (13) A "family client," as defined in Rule 202(a)(11)(G)-1 under the United States Investment Advisers Act of 1940, as amended, of a family office meeting the requirements of Category 22 above and whose prospective investment in the issuer is directed by such family office pursuant to subparagraph (iii) of Category 12 above.

The foregoing representation and warranty is true and accurate as of the date of this certificate and will be true and accurate as of the Closing of the issuance of Purchased Shares as set forth in the attached Agreement. If any such representation or warranty shall not be true and accurate at the Closing, the undersigned shall give immediate written notice of such fact to the Corporation.

Dated: ______________________ Signed: ___________________________

___________________________________
Print Name of Purchaser

___________________________________
If Purchaser is a Corporation, Print Name and Title of Authorized Signing Officer