

The Court File No. CV-25-00741419-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS*
***ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 1001343933 ONTARIO INC. AND
YARFIELD SERVICES LIMITED

Applicants

FIFTH REPORT OF THE CCAA MONITOR

OCTOBER 20, 2025

TABLE OF CONTENTS

INTRODUCTION.....4

PURPOSE9

BACKGROUND AND OVERVIEW11

TERMS OF REFERENCE11

UPDATE ON THE APPLICANTS’ ACTIVITIES SINCE LAST REPORT12

UPDATE ON MONITOR’S ACTIVITIES SINCE LAST REPORT13

CLOSING OF THE TRANSACTION.....15

CASH POSITION OF RESIDUALCO16

DETERMINATION OF PRIORITY CLAIMS18

PROPOSED DISTRIBUTION WATERFALL.....21

BANKRUPTCY OF RESIDUALCO24

APPROVAL OF MONITOR’S FEES AND DISBURSEMENTS.....24

CONCLUSIONS AND RECOMMENDATIONS25

LIST OF APPENDICES

Appendix “A” – Monitor’s Closing Certificate dated September 17, 2025

Appendix “B” – Unredacted Subscription Agreement dated September 3, 2025

Appendix “C” – BMO Payout Statement dated October 20, 2025

Appendix “D” – Fee Affidavit of Clark Lonergan sworn October 20, 2025

Appendix “E” – Fee Affidavit of Heather Fisher sworn October 20, 2025

INTRODUCTION

1. On April 15, 2025 (the “**NOI Filing Date**”), Earth Boring Co. Limited (“**EBCL**”) filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to section 50.4 of the *Bankruptcy & Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”). BDO Canada Limited (“**BDO**”), a Licensed Insolvency Trustee, was named proposal trustee (the “**Proposal Trustee**”) in EBCL’s proposal proceedings (the “**Proposal Proceedings**”). The Proposal proceedings for EBCL were converted to proceedings under the CCAA as outlined below.
2. On April 17, 2025, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) heard an application (the “**CCAA Application**”) by EBCL, Yarbridge Holdings Inc., Trolan Investments Ltd., and Yarfield Services Limited (collectively, the “**Applicants**”) for an initial order pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). These proceedings commenced by the Applicants under the CCAA are referred to herein as the “**CCAA Proceedings**”.
3. On April 17, 2025, the Court granted the following orders:
 - (a) an initial order in these proceedings (the “**Initial Order**”) that, among other things:
 - (i) appointed BDO as monitor of the Applicants in these CCAA Proceedings (in such capacity, the “**Monitor**”);
 - (ii) approved a stay of proceedings for the initial 10-day period (the “**Stay of Proceedings**”);
 - (iii) extended the Stay of Proceedings to include a related party, Pennbridge Holdings Inc. (“**Pennbridge**”) and to prevent claims on performance bonds provided in relation to certain projects described in Schedule “A” to the Lien Regularization Order, discussed below;
 - (iv) approved the appointment of Steinberg Advisory Corp. as the chief restructuring officer (the “**CRO**”) over and in respect of the Applicants;

- (v) approved certain Court-ordered charges; and
 - (vi) approved the interim financing facility (the “**DIP Facility**”) to be provided by Bank of Montreal (the “**DIP Lender**”) pursuant to a DIP facility agreement (the “**DIP Term Sheet**”); and
- (b) a lien regularization order (the “**Lien Regularization Order**” or “**LRO**”) that, among other things:
- (i) stayed the rights of any person (“**Lien Claimant**”) who supplied services and/or materials to the Applicants solely with respect to certain construction projects to which the Applicants are a contracting party and which are listed in Schedule “A” to the Lien Regularization Order (the “**Continuing EBCL Projects**”) to preserve, maintain, perfect, or register liens, including by way of a notice of lien pursuant to and in accordance with the *Construction Act*, other than as permitted by the Lien Regularization Order;
 - (ii) granted a Lien Charge over certain of the Applicants property; and,
 - (iii) established the priority of the Lien Charge.
4. The Initial Order contemplated a comeback motion on April 24, 2025 (the “**Comeback Motion**”).
5. At the Comeback Motion, the Court granted an amended and restated initial order (the “**ARIO**”). Amongst other things, the ARIO:
- (a) extended the Stay of Proceedings up to and including July 4, 2025;
 - (b) approved an increase to the Administration Charge (as defined in the First Report) to the maximum amount of \$600,000;
 - (c) approved an increase to the DIP Lender’s Charge (as defined in the First Report) to the maximum amount of \$5.5 million; and

- (d) approved an increase in the D&O Charge (as defined in the First Report) to the maximum amount of \$400,000 (together with the Administration Charge and DIP Lender's Charge, the "**Charges**").
6. On May 5, 2025, the Court granted additional relief pursuant to the order of Justice Steele, to amend the ARIO to reflect the agreement concerning the priority of the Charges reached among certain of the Applicant's stakeholders (the "**Second Amended and Restated Initial Order**" or the "**SARIO**").
7. On May 28, 2025, the Court granted additional relief pursuant to the order of Justice Cavanagh, to, among other things:
- (a) approve the sale and investment solicitation process (the "**SISP**");
 - (b) approve the appointment of PricewaterhouseCoopers Corporate Finance Inc. ("**PWC**") as sales advisor (the "**Sales Advisor**") to assist the Monitor and the Applicants to implement the SISP; and
 - (c) grant the Sales Advisor a charge (the "**Sales Advisor Charge**") in the maximum amount of \$400,000 (the "**SISP Approval Order**").
8. On May 28, 2025, the Court also granted additional relief pursuant to the order of Justice Cavanagh, amending the SARIO to, among other things:
- (a) extend the Stay of Proceedings up to and including August 15, 2025; and
 - (b) amend the Administration Charge to include the CRO and the Sales Advisor and increase the amount of the Administration Charge from \$600,000 to \$700,000 (the "**TARIO**").
9. On August 14, 2025, the Court also granted additional relief pursuant to the order of Justice Dietrich to, among other things:
- (a) extend the Stay of Proceedings up to and including September 12, 2025; and

- (b) extend certain of the SISP deadlines.
10. On September 11, 2025, Justice Steele granted an order extending the Stay Period up to and including September 15, 2025.
11. On September 15, the Court granted an order (the “**Approval and Reverse Vesting Order**”) that, among other things:
- (a) approved the share subscription agreement dated September 3, 2025 (the “**Subscription Agreement**”) between EBCL, Yarbridge, and Trolan (the “**Vendors**”), as vendors, and Barrier Ridge Capital Inc., on behalf of and in trust for a corporation to be incorporated, as purchaser (the “**Purchaser**”);
 - (b) approved the transactions contemplated in the Subscription Agreement (collectively, the “**Transaction**”), and authorized the Vendors to take such additional steps and execute such additional documents as necessary or desirable for the completion of the Transaction;
 - (c) added 1001343933 Ontario Inc. (“**ResidualCo**”) as an Applicant to these CCAA Proceedings and removed the Vendors as Applicants;
 - (d) transferred and vested all of the Vendors right, title and interest in and to the Excluded Assets and Excluded Liabilities in and to ResidualCo;
 - (e) transferred and vested all of the Vendors right, title and interest in and to the Purchased Shares in the Purchaser;
 - (f) approved the Released Claims as against the Released Parties, except for any claim for gross negligence, fraud or willful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or any obligations of the Released Parties under, or in connection with, the Subscription Agreement;
 - (g) approved the release of the current directors and officers of the Applicants (the “**Released D&Os**”) from the D&O Released Claims (as defined below), provided that such release shall not waive, discharge, release, cancel or bar

any claim or liability (a) arising out of any gross negligence or willful misconduct on the part of the applicable Released D&O; (b) that is not permitted to be released pursuant to section 5.1(2) of the CCAA; or (c) the liabilities and obligations of Eugene Woodbridge with respect to the agreement between Eugene Woodbridge and the Bank of Montreal (“**BMO**”);

- (h) extended the Stay Period to October 31, 2025;
- (i) granted certain enhanced powers to the Monitor including the power to perform any functions or duties the Monitor considers necessary or desirable to facilitate or assist the winding-down of ResidualCo and to bring these CCAA Proceedings to an end;
- (j) approved the Fourth Report of the Monitor, and the activities of the Monitor and its counsel described therein;
- (k) approved the fees and disbursements of the Monitor and its counsel;
- (l) gave ancillary relief including sealing the Confidential Exhibit to the Fourth Woodbridge Affidavit and the Confidential Appendices to the Fourth Report until the earlier of the closing of the Transactions or further order of the Court;
- (m) authorized the Monitor to retain a termination reserve of \$1 million (the “**Termination Reserve**”) to fund the remainder of these CCAA Proceedings, deal with potential priority claims and any subsequent bankruptcy proceedings; and
- (n) authorized a distribution to BMO of the funds received by the Monitor in accordance with section 7.2(i) of the Subscription Agreement in relation to certain equipment leasing facilities provided by BMO.

12. The Monitor has provided the Court with the following reports:

- (a) the Report of the Proposed Monitor dated April 16, 2025 (the “**Proposed Monitor’s Report**”) in connection with the Applicants’ application for protection under the CCAA;
- (b) the First Report of the Monitor dated April 23, 2025 (the “**First Report**”) in connection with the Applicants’ motion for the ARIO; and
- (c) the Second Report of the Monitor dated May 27, 2025 (the “**Second Report**”) in connection with the Applicants’ motion for the TARIO and SISP Approval Order;
- (d) the Third Report of the Monitor dated August 13, 2025 (the “**Third Report**”) in connection with the Stay Extension Order; and
- (e) the Fourth Report of the Monitor dated September 9, 2025 (the “**Fourth Report**”) in connection with the Approval and Reverse Vesting Order.

PURPOSE

13. The purpose of this fifth report of the Monitor (the “**Fifth Report**”) is to provide information to the Court with respect to:

- (a) the activities of the Applicants’ and the Monitor since the Fourth Report;
- (b) the closing of the Transaction;
- (c) the cash position of ResidualCo and the Monitor’s next steps to make the Distributions (as defined below);
- (d) the Monitor’s motion to the Court returnable October 29, 2025, for an order (the “**Distribution Order**”), among other things:
 - (i) authorizing the Monitor, for or on behalf of ResidualCo, to make one or more distributions (collectively, the “**Distributions**”) to (A) the Canada Revenue Agency (“**CRA**”) in respect of its claim to the Pre-Filing Source Deductions (defined below); (B) the parties with claims under the Administration Charge; (C) the DIP Lender in respect of its claims under the DIP Lender’s Charge; (D) the Sales

Advisor in respect of its claims under the Sales Advisor Charge; (E) GoRight Fleet Solutions Inc. (“**GoRight**”) in respect of the GoRight RSLA Claim (defined below), and (F) Bank of Montreal (“**BMO**”) on account of its claims under its general security.

- (ii) approving the Fifth Report of the Monitor filed in these CCAA Proceedings and the activities and conduct of the Monitor described herein;
 - (iii) approving the fees and disbursements of the Monitor and its counsel, Gowling WLG (Canada) LLP (“**Gowlings**”), incurred in these CCAA Proceedings;
 - (iv) terminating these CCAA Proceedings, effective as at the date of the Termination Order;
 - (v) discharging the Monitor effective as at the CCAA Termination Time;
- and

(e) the Monitor’s recommendations on the relief sought in the Applicants’ Fifth Motion.

14. The Monitor relies on the affidavit of Eugene Woodbridge sworn April 16, 2025 (the “**Initial Woodbridge Affidavit**”), the affidavit of Eugene Woodbridge sworn April 23, 2025 (the “**Second Woodbridge Affidavit**”), the further affidavit of Eugene Woodbridge sworn May 23, 2025 (the “**Third Woodbridge Affidavit**”), the further affidavit of Eugene Woodbridge sworn August 6, 2025 (the “**Fourth Woodbridge Affidavit**”), the further affidavit of Eugene Woodbridge sworn September 3, 2025 (the “**Fifth Woodbridge Affidavit**”), with regard to the Proposed Monitor’s Report, the First Report, the Second Report, the Third Report, the Fourth Report, and this Fifth Report (together, the “**Monitor’s Reports**”).

15. The Initial Order, Lien Regularization Order, the TARIO, the Sale Process Order, the Approval and Reverse Vesting Order, and all other materials filed with the Court in these CCAA proceedings are accessible on the Monitor’s website at:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/earth-boring-co-limited> (the “**Monitor’s Website**”). All court documents and certain other relevant documents have been and will continue to be posted as they are made available.

BACKGROUND AND OVERVIEW

16. This Fifth Report should be read in conjunction with the Initial Woodbridge Affidavit, the Second Woodbridge Affidavit, the Third Woodbridge Affidavit, the Fourth Woodbridge Affidavit, and the Fifth Woodbridge Affidavit (collectively, the “**Woodbridge Affidavits**”). Additional background and financial information with respect to the Applicants was provided in the Proposed Monitor’s Report, the First Report, the Second Report, the Third Report, and the Fourth Report, which are available on the Monitor’s Website.
17. Any terms not expressly defined herein are otherwise defined in the Woodbridge Affidavits, the LRO, the TARIO, the Sale Process Order, the Approval and Reverse Vesting Order, the Proposed Monitor’s Report, the First Report, the Second Report, the Third Report, and the Fourth Report.

TERMS OF REFERENCE

18. In preparing this Fifth Report and making the comments herein, the Monitor has been provided with, and has relied upon, unaudited financial information, books and records prepared by the Applicants, discussions with management of the Applicants (“**Management**”), and information from other third-party sources (collectively, the “**Information**”). Except as described in this Fifth Report in respect of the cash flow forecasts:

- (a) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of such information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards (“**GAAS**”) pursuant

to the Chartered Professional Accountants Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information; and

(b) some of the information referred to in the Monitor's Reports consist of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.

19. Future oriented financial information referred to in the Monitor's Reports were prepared based on Management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variation could be significant.

20. Unless otherwise indicated, the Monitor's understanding of the factual matters expressed in this Fifth Report concerning the Applicants and their business is based on the Information, and not independent factual determinations made by the Monitor.

21. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

UPDATE ON THE APPLICANTS' ACTIVITIES SINCE LAST REPORT

22. Since the date of the Fourth Report, the Applicants, with the assistance of the Monitor and the Purchaser, as applicable, have among other things:

(a) assisted with the transition of the Vendors' business to the Purchaser ("**New EBCL**");

(b) facilitated the return of equipment associated with the Excluded Equipment Leases, defined below;

(c) facilitated the Purchaser's satisfaction of the occupation rent for the leased premises for the month of October; and

(d) consulted with CRA to submit the Applicants' HST returns.

UPDATE ON MONITOR'S ACTIVITIES SINCE LAST REPORT

23. Since the date of the Fourth Report, the Monitor has:

- (a) held regular discussions with Applicants, CRO, and key stakeholders (including BMO, BDC and Aviva) regarding operations, liquidity and restructuring initiatives;
- (b) continued to assist the Applicants with stakeholder communication and facilitated discussion with contractors, subcontractors, and suppliers;
- (c) continued to respond to creditor and vendor inquiries relating to these CCAA Proceedings, including the LRO;
- (d) maintained a list of all Lien Notices to Monitor submitted pursuant to the LRO;
- (e) continued to engage directly with municipalities and project owners by:
 - (i) reconciling receipts, offsets and HST amounts owed to the Applicants;
 - (ii) reviewing and addressing invoice adjustments and payment discrepancies;
 - (iii) clarifying the nature of receipts previously held back due to lien concerns; and
 - (iv) maintaining ongoing communication with vendors on bonded projects;
- (f) up to the closing of the Transaction, continued to enforce treasury oversight and support the Applicants' treasury functions by:
 - (i) reviewing weekly cash flow forecasts and disbursement schedules; and
 - (ii) conducting variance analysis between actual versus forecasted results and preparing variance analysis;

- (g) engaged with C&M McNally / Triad JV Corp. concerning claims and associated invoices relating to the Halton Project;
- (h) coordinated with the Applicants, Aviva, and the municipality with respect to the Caledon Project, which was not a Continuing EBCL Project under the LRO, including:
 - (i) reviewing invoices issued by the Applicants to Aviva pursuant to the EBCL Caledon Agreement;
 - (ii) corresponding with Aviva regarding funding timelines;
 - (iii) ongoing communication with the Applicants to support project continuity; and
 - (iv) performing testing of vendor and equipment rental-related disbursements, including tracing payment records to bank statements;
- (i) coordinated and reviewed final materials for the sale approval motion;
- (j) engaged in strategic discussions with legal counsel regarding:
 - (i) vendor payment assurances;
 - (ii) Subscription Agreement closing agenda planning and stakeholder notifications; and
 - (iii) source deductions, DIP loan payout, and Sales Advisor fees;
- (k) supported the closing activities of the Proposed Transaction, including:
 - (i) assisting the Applicants, BMO and Sales Advisor in closing discussions, and providing additional information/analysis, as required;
 - (ii) working with legal counsel to finalize the terms of the Transaction; and

- (iii) assisting with post-closing liquidity and disbursements planning, and monitoring of post-filing obligations;
- (l) attended the September 15, 2025, hearing in support of the Applicants' motion to approve the Transaction, and responded to inquiries from stakeholders and the Court;
- (m) continued to assist the Purchaser with agreements/contracts assumed under the Subscription Agreement, coordinated post-closing items and reviewed various transition activities;
- (n) engaged with Gowlings regarding matters related to these CCAA Proceedings; and
- (o) prepared this Fifth Report.

CLOSING OF THE TRANSACTION

24. The Transaction contemplated shares to be issued to the Purchaser representing 100% of the outstanding Equity Interests of the Vendors, for the following consideration, among other things:

- (a) **Project A/R:** 50% of Accounts Receivable collected after the Closing Date (defined below) from the Continuing EBCL Projects' contracts up to a maximum of \$3,250,000. The Continuing EBCL Projects were funded throughout these CCAA Proceedings by DIP advances for trades and overhead;
- (b) **BMO Leases:** amounts owing under certain Retained Leases and Retained Contracts;
- (c) **Equipment Cash:** \$10,000,000 cash consideration for the Equipment; and
- (d) **Litigation Cash:** \$250,000 on account of litigation proceeds from the Monteith Litigation, provided that the gross litigation proceeds available to the Vendors are in excess of \$500,000

(collectively, the “**Sale Proceeds**”).

25. The Purchasers retained the following Retained Liabilities, among other things:

- (a) **BDC Mortgages:** the mortgages and indebtedness, including accrued interest and fees of Yarbridge Holdings Inc. and Trolan Investments Ltd. to BDC on substantially the same terms other than amendments acceptable to the Purchaser and BDC in their sole discretion; and
- (b) **Post-Filing Trade Liabilities:** ordinary course Post-Filing Trade Liabilities in respect of the Continuing Project Contracts (which included the Continuing EBCL Projects but excluded the Caledon Project) that remain outstanding at Closing Time.

26. The Purchasers did not retain the following, among other things:

- (a) **Excluded Leases:** which included certain equipment leases which had been or were to be disclaimed (the “**Excluded Equipment Leases**”); and
- (b) **Excluded Caledon AR and AP:** ordinary course Post-Filing Trade Liabilities and receivables in respect of the Caledon Project that remain outstanding at Closing Time, which are for the account of ResidualCo.

27. The Transaction closed September 17, 2025 (the “**Closing Date**”) and the Monitor served the Monitor’s Closing Certificate on the same date. A copy of the Monitor’s Closing Certificate is attached as **Appendix “A”**.

28. A copy of the unredacted Subscription Agreement is attached as **Appendix “B”** on the basis that the previously granted sealing order has expired.

CASH POSITION OF RESIDUALCO

29. As of the date of this Fifth Report, the Monitor has \$10,010,891.71 in cash, held in trust for ResidualCo.

30. The status of the Sale Proceeds is as follows:

- (a) **Project A/R:** As of October 15, 2025, New EBCL has collected \$1,287,594 in Project A/R. Additionally, the Monitor understands from the Region of Halton that the Halton Project is substantially complete and the *Construction Act* notice period for the published Substantial Completion Certificate for the Halton Project will expire on or about October 25. The Monitor has been coordinating with the Region of Halton regarding the forthcoming release of the Halton Project holdback funds. As accounts are collected by New EBCL, the Monitor will obtain payment of the estate's 50% share of the Project A/R up to the maximum amount of \$3,250,000;
- (b) **BMO Leases:** The Applicants previously obtained an order authorizing the Monitor to distribute the BMO Lease Funds, which are to be paid on or before November 1, 2025. New EBCL has advised the Monitor that they anticipate meeting the November 1, 2025, timeline and, at the direction of the Monitor, will pay the funds directly to BMO;
- (c) **Equipment Cash:** The Monitor is in receipt of the \$10,000,000 cash consideration for the Equipment; and
- (d) **Litigation Cash:** The Monteith Litigation is under appeal. No litigation proceeds are currently available.

31. The Monitor is also in receipt of funds in the amount of \$109,830.47 relating to holdback funds received prior to the Closing Date in respect of a Continuing EBCL Project (the "**Pre-Closing Holdback A/R**"). The Pre-Closing Holdback A/R funds do not arise from the Transaction but are subject to the Court-ordered priority charges and, for distribution purposes, are treated as Project A/R.

32. With respect to the Real Property, ResidualCo will incur no liability for occupation rent in respect of the Leased Premises, as new EBCL has advised they will vacate by the end of October and have pre-paid the rent for the month of October.

33. Pursuant to the Approval and Reverse Vesting Order, the Monitor was authorized to retain a termination reserve in the amount of \$1 million (the "**Termination Reserve**")

to fund the remainder of these CCAA Proceedings and any subsequent BIA proceedings of the Applicants.

DETERMINATION OF PRIORITY CLAIMS

(1) CRA Claims

34. The Monitor is aware of both pre-filing source deductions and HST arrears of the Applicants.

Pre-Filing Source Deductions

35. The Monitor has consulted with the Applicants and is aware that the Applicants have pre-filing source deductions in the approximate amount of \$851,624 (the “**Pre-Filing Source Deductions**”). The Monitor is working with New EBCL to confirm the Pre-Filing Source Deductions amount with CRA.

36. In accordance with the Subscription Agreement and the Approval and Reverse Vesting Order, the Pre-Filing Source Deductions are a liability of ResidualCo following the closing of the Transaction that rank in priority to claims against the Transaction Sale Proceeds.

Pre-Filing HST Arrears

37. The Monitor has consulted with the Applicants and is aware that, as of February 28, 2025, the Applicants had pre-filing HST arrears in the approximate amount of \$457,000 for EBCL (the “**Pre-Filing HST Arrears**”). The Monitor is working with New EBCL to confirm the Pre-Filing HST Arrears amount with CRA.

38. Following the bankruptcy of ResidualCo (discussed below), the Pre-Filing HST Arrears will not be entitled to priority under the statutory deemed trust otherwise applicable.

39. The Monitor and New EBCL have been working to complete the necessary steps to obtain certain significant refunds from CRA relating to sales tax arising during these CCAA Proceedings, which are property of the ResidualCo estate.

40. Any HST refunds collected by ResidualCo related to expenses incurred during these CCAA Proceedings will be first applied to any remaining post-filing payables (namely outstanding professional fees) and then be subject to BMO's security over ResidualCo's assets.

(2) Termination Reserve Claims

41. Paragraph 39 of the Approval and Vesting Order established a Termination Reserve of \$1 million to deal with, among other things, parties who have asserted priority claims to Sale Proceeds. Beyond the CRA claims described above, there are two other parties who had previously indicated they may have a priority claim to the Termination Reserve.

GoRight RSLA Claim

42. On June 9, 2025, GoRight Fleet Solutions Inc. ("**GoRight**") registered a non-possessory lien under the *Repair Storage Liens Act*, RSO 1990, c R.25 ("**RSLA**") in the amount of \$31,574.69 (the "**GoRight RSLA Claim**"). On June 17, 2025, GoRight provided formal notice of the RSLA lien to EBCL via registered mail.

43. On June 30, 2025, GoRight registered financing change statements to remove "Tycorra Leasing Inc." as a secured party and replace with "GoRight Fleet Solutions Inc.". On July 3, 2025, GoRight provided formal notice of the financing change statements to EBCL via registered mail and to the Monitor via courier.

44. The Monitor has been provided with evidence to satisfy it that the non-possessory RSLA lien claims asserted by GoRight are valid as to enforceability and quantum and have been perfected by registration under the *Personal Property Security Act*, RSO 1990, c P.10.

C&M McNally / JV Triad Halton Holdback Payment Claim

45. C&M McNally / Triad JV Corp. ("**the JV**") is the general contractor in relation to an improvement owned by the Regional Municipality of Halton (the "**Region**"), under contract No. S-3126B-21 for the construction of 1200mm Dia. South Georgetown Servicing Wastewater Main on Eighth Line and Trafalgar Road (Reg. Rd. 3) from 10 Side Road (Reg. Rd. 10) to Britannia Road (Reg. Rd. 6) in the town of Milton and Town of Halton Hills (the "**Halton Project**").

46. The Halton Project is a Continuing Project pursuant to the LRO. In late May, 2025, Halton advised EBCL and the Monitor that approximately \$678,000 in progress payments were owing under the Contract (the “**Halton Progress Payments**”) and that Halton had been withholding the Halton Progress Payments in respect of Notices of Lien Halton received totalling \$1,402,182.69 from three (3) subcontractors of EBCL:
- (a) Guild Electric Limited - \$134,085.98;
 - (b) Empipe Solutions Ltd. - \$563,363.66; and
 - (c) OBW Equipment Inc. o/a Ramudden Rentals - \$704,733.05 (the “**Halton Liens**”).
47. Each of the Halton Liens listed Earth Boring Co. Limited as the “name of person to whom lien claimant supplied services or materials”.
48. The Halton Liens constituted Notice Holdbacks under the LRO. The Monitor advised Halton that the Halton Liens constituted Notice Holdbacks under the LRO and, as a result, were not to be retained by Halton.
49. On August 13, 2025, as a procedural convenience, Halton transferred the Halton Progress Payments directly to the Monitor. McNally was advised of the direct transfer and agreed to reserve its rights to assert a claim to some amount of the Halton Progress Payments (the “**McNally Claim**”). To date, McNally has not quantified the McNally Claim but has advised that, to the extent asserted, would relate to post-filing payables on the Halton Project.
50. The Monitor’s view is that the McNally Claim, to the extent asserted, would constitute a Post-Filing Trade Liability pursuant to the Subscription Agreement, which was a Retained Liability. The Monitor understands that McNally has been in discussions with New EBCL regarding the McNally Claim and that both parties view the McNally Claim as a Retained Liability of New EBCL.

PROPOSED DISTRIBUTION WATERFALL

51. As set out above, the Monitor is in receipt of the Sale Proceeds and seeks approval to distribute funds in accordance with the proposed distribution waterfall set out below, taking into account the asserted priority claims and court-ordered charges.

52. The TARIO at paragraph 52(a) contemplated a separate charge priority ranking in respect of the BDC Mortgages. As the BDC Mortgages are Retained Liabilities, the charge priority ranking set out at paragraph 52(b) applies on this distribution motion, which provides that the court-ordered charges shall have the following priority:

- (a) Administration Charge (to the maximum of \$700,000);
- (b) DIP Lender's Charge;
- (c) Director's Charge (up to a maximum of \$400,000);
- (d) Sales Advisor Charge; and
- (e) Lien Charge.

53. The Monitor proposes to distribute the Sale Proceeds as follows:

CRA Source Deductions

54. The Pre-Filing Source Deductions in the approximate amount of \$851,624 is to be repaid first out of the Project A/R, following confirmation with CRA of the Pre-Filing Source Deductions amount.

Administration Charge Claims

55. Pursuant to the TARIO, there is a first-ranking Administration Charge in the amount of \$700,000. The Administration Charge is fully subscribed.

56. The Administration Charge is to be repaid second out of the Project A/R.

DIP Lender Charge Claims

57. Pursuant to the TARIO, there is a second-ranking DIP Lender Charge securing the DIP Lender's Indebtedness. As of October 20, 2025, the DIP indebtedness is \$5,547,349.68 (the "**DIP Indebtedness**").

58. The DIP Lender's Charge is to be repaid third out of (a) the Project A/R, up to the maximum of \$3,250,000; and then (b) the Equipment Cash.

Director's Charge

59. Pursuant to the TARIO, there is a third-ranking Director's Charge up to the maximum amount of \$400,000 as security for post-filing obligations and liabilities that may have been incurred by the directors and officers of the Applicants.

60. The Monitor has consulted with the Applicants and is not aware of any post-filing claims for which the Director would be entitled to indemnity under the Charge.

Sales Advisor Charge

61. Pursuant to the TARIO and the SISP Approval Order, there is a fourth-ranking Sales Advisor Charge up to the maximum amount of \$400,000 as security for the Sales Advisor's professional fees and disbursements incurred in accordance with the Sales Advisor Engagement.

62. At the Closing Date, the Sales Advisor had outstanding fees and disbursements in the amount of \$395,000, secured by the Sales Advisor Charge.

63. The Sales Advisor Charge is to be repaid fourth out of the Equipment Cash.

Other Priority Claims

64. The GoRight RSLA Claim in the amount of \$31,574.69 is to be repaid fifth out of the Equipment Cash.

Secured Pre-Filing Claims

65. Following payment of the Pre-Filing Source Deductions claim and the charges set out in the TARIO, the Monitor will use the remaining Sale Proceed to pay secured pre-filing claims, in accordance with their priority.

66. As set out at paragraph 68 of the Fourth Report, the Monitor has reviewed BMO's security documents and registrations and confirmed that BMO has valid and enforceable security registered in priority.

67. As of October 20, 2025, BMO's secured pre-filing indebtedness (including the BMO Leases, which total \$2,872,647.28 and will be paid by the Purchaser on or before November 1, 2025, as discussed above) is \$23,333,475.88 (the "**Secured BMO Debt**"). A copy of a payout statement of BMO dated October 20, 2025 is attached as **Appendix "C"**.
68. The Secured BMO Debt is to be repaid sixth out of the remaining Equipment Cash and Litigation Proceeds, if any are received. The Monitor anticipates the Sale Proceeds will be exhausted by payment in part of the Secured BMO Debt, for which there will be a significant shortfall.
69. Any amount of the Termination Reserve not expended in these CCAA Proceedings or any subsequent bankruptcy of the Applicants shall be returned to BMO on account of its security and pursuant to the Approval and Reverse Vesting Order.

Lien Charge Claims

70. On July 23, 2015, EBCL, Yarfield, and Pennbridge Holdings Inc. (with Trolan and Yarbridge, collectively, the "**Indemnitors**") executed and delivered to Aviva Insurance Company of Canada a Master Surety Agreement ("**MSA**"). The MSA sets out the terms and conditions pursuant to which Aviva would provide surety bonds for, among others, EBCL.
71. Eight (8) of the EBCL Continuing Projects were bonded by Aviva, with seven (7) of the EBCL Continuing Projects subject to a Labour & Materials Bond (the "**L&M Bonded Projects**").
72. As surety of the L&M Bonded Projects, Aviva received 187 claims totalling \$18,445,416 in respect of the L&M Bonded Projects. As of October 14, 2025, Aviva has paid 116 claims totalling \$10,947,738, was in the process of reviewing or approving claims totalling \$3,635,356, and has denied claims totalling \$3,944,855.
73. Pursuant to the TARIO and the LRO, there is a fifth-ranking Lien Charge. The Lien Charge attaches to proceeds realized from the Continuing EBCL Projects but not other collateral, including proceeds from equipment. Since the proceeds from the Continuing

EBCL Projects were limited to \$3,250,000, not all of which has been collected yet, and since these funds will be exhausted by the CRA's Pre-Filing Source Deductions claim, the Administration Charge claims, and the DIP Lender's Charge claims, all of which are in priority to the Lien Charge, no amount will be available for distribution on account of any remaining Lien Charge claims.

BANKRUPTCY OF RESIDUALCO

74. The Monitor understands that CRA has assessed the Applicants for Pre-Filing HST Arrears. The Monitor does not dispute the Pre-Filing HST Arrears amount owing to CRA. In accordance with the Subscription Agreement and the Approval and Reverse Vesting Order, the Pre-Filing HST Arrears are a liability of ResidualCo following the closing of the Transaction.

75. In the circumstances, and based on the advice of counsel concerning the applicable law, the Monitor is of the view that it is appropriate for the Monitor to file an assignment in bankruptcy in respect of ResidualCo. The Monitor anticipates it will file the assignment prior to the distribution motion.

76. Yarfield Services Limited ("**Yarfield**") is the Applicants former management company, which has been dormant since January 2025. Yarfield was not a Vendor in the Transaction. Yarfield has de minimus assets and continues to have significant liabilities as a result of its own unpaid source deduction amounts owing to CRA.

APPROVAL OF MONITOR'S FEES AND DISBURSEMENTS

77. Pursuant to the TARIO, the Monitor has provided services in the amount of \$78,076.00 (excluding HST), in the period September 1 to September 17, 2025. A copy of the Affidavit of Clark Lonergan, sworn October 20, 2025, which includes a copy of the Monitor's time dockets pertaining to its activities under these CCAA Proceedings for the period September 1 to September 17, 2025, in the amount of \$78,076.00 (excluding HST) is attached as **Appendix "D"**. This represents a total of 131 hours at an average hourly rate of \$596.

78. Further, the Monitor's counsel, Gowling's, has provided services in the amount of \$115,792.00 (excluding HST and disbursements) in the period September 1 to September 17, 2025. A copy of the Affidavit of Heather Fisher, sworn October 20, 2025, which includes a copy of Gowling's time dockets pertaining to its activities under these CCAA Proceedings for the period September 1 to September 17, 2025, in the amount of \$115,792.00 (excluding HST and disbursements) is attached as **Appendix "E"**. This represents a total of 114.9 hours at an average hourly rate of \$1,007.76.
79. The Monitor has reviewed the accounts of its counsel and is of the view that all the work set out in these accounts was carried out and was necessary, that the hourly rates of the lawyers who worked on this matter were reasonable in light of the services required and that the services were carried out by lawyers with the appropriate level of expertise.

CONCLUSIONS AND RECOMMENDATIONS

80. For the reasons stated herein, the Monitor is of the view that the relief requested is necessary, reasonable and justified. In particular, the Monitor is of the view that the proposed Distribution and Ancillary Relief Order is necessary, reasonable and justified in the circumstances.

All of which is respectfully submitted this 20th day of October, 2025

**BDO CANADA LIMITED, in its capacity
As CCAA Monitor of the Applicants, and
not in its corporate or personal capacity.**

Per:



**Clark Lonergan, CA, CPA, CIRP, LIT
Partner/Senior Vice President**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
EARTH BORING CO. LIMITED, YARBRIDGE HOLDINGS INC., TROLAN
INVESTMENTS LTD., AND YARFIELD SERVICES LIMITED (individually, an
"Applicant" and collectively, the "Applicants")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated April 17, 2025 (the "**Initial Order**"), the Applicants were granted creditor protection pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and BDO Canada Limited was appointed as Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**").

B. Pursuant to an Order of the Court dated September 15, 2025 (the "**Approval and Reverse Vesting Order**"), the Court, *inter alia*, (i) approved the Share Subscription Agreement between Earth Boring Co. Limited, Yarbridge Holdings Inc., and Trolan Investments Ltd, as vendors (collectively, the "**Vendors**"), and Barrier Ridge Capital Inc., on behalf of and in trust for a corporation to be incorporated, as purchaser dated September 3, 2025 (the "**Subscription Agreement**"); (ii) approved the transactions contemplated by the Subscription Agreement; (iii) added 1001343933 Ontario Inc. ("**ResidualCo**") as an Applicant to these CCAA proceedings; (iv) vested all of the Vendors' right, title and interest in and to the Excluded Assets and the Excluded Liabilities in and to ResidualCo; (v) authorized and directed the Vendors to file the Articles of Reorganization (if determined necessary by the Purchaser); and (vi) vested all of the right, title and interest in and to the Purchased Shares in the Purchaser.

C. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Reverse Vesting Order or, if not defined therein, the Subscription Agreement.

THE MONITOR CERTIFIES the following:

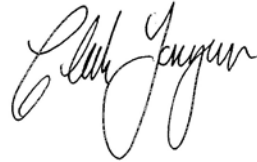
1. The Monitor has received written confirmation from the Vendors and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing set out in the Subscription Agreement have been satisfied or waived by the Purchaser or Vendors, as applicable; and

2. The Purchaser has paid to the satisfaction of the Monitor the Cash Consideration and the Cure Costs for the Retained Leases and the Retained Contracts.

This Certificate was delivered by the Monitor at Toronto on September 17, 2025.

**BDO Canada Limited in its capacity as Monitor of
the Applicants, and not in its personal or corporate
capacity**

Per:

A handwritten signature in black ink, appearing to read "Clark Lonergan". The signature is written in a cursive style with a large initial "C".

**Clark Lonergan, CA, CPA, CIRP, LIT
Partner/Senior Vice President**

SHARE SUBSCRIPTION AGREEMENT

**EARTH BORING CO. LIMITED, YARBRIDGE HOLDINGS INC., AND TROLAN
INVESTMENTS LTD.**

AS THE VENDORS

-AND-

**BARRIER RIDGE CAPITAL INC., on behalf of and in trust for a corporation to be
incorporated**

AS PURCHASER

THIS SHARE SUBSCRIPTION AGREEMENT is made as of September 3, 2025

BETWEEN:

EARTH BORING CO. LIMITED, YARBRIDGE HOLDINGS INC., and TROLAN INVESTMENTS LTD., each a corporation existing under the laws of the Province of Ontario (collectively, the “**Vendors**” and “**Vendor**” means any one of them)

-and-

BARRIER RIDGE CAPITAL INC., on behalf of and in trust for a corporation to be incorporated (the “**Purchaser**”)

RECITALS:

- A. The Applicants (as defined herein) are an industry leader in underground construction for complex infrastructure projects in Ontario. The Applicants are engaged in the business of trenchless construction services, which includes, among other things, microtunneling, mixed microtunneling and boring, auger boring, and directional drilling (the “**Business**”).
- B. On April 17, 2025, the Applicants sought and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) and was granted an Initial Order by the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) (as amended on April 24, May 5, and May 28, 2025, the “**Initial Order**”). The Initial Order, among other things, appointed BDO Canada Limited as monitor of the Applicants (the “**Monitor**”) and approved an interim financing facility from Bank of Montreal (the “**DIP Lender**”).
- C. On May 28, 2025, the Court granted an order (the “**SISP Approval Order**”): (i) authorizing the Monitor, with the assistance of the Applicants, to undertake a sale and investment solicitation process (“**SISP**”) to solicit offers for a sale, recapitalization, or refinancing of the Vendors’ property, assets, and undertaking (collectively, the “**Property**”), and/or its Business; and (ii) approving the appointment of PricewaterhouseCoopers Corporate Finance Inc. as sales advisor (the “**Sales Advisor**”) to assist the Monitor and the Vendors in the implementation of the SISP.
- D. Pursuant to the SISP, the Purchaser has been selected as the Successful Bidder and as such, the Purchaser has agreed to subscribe for, and the Vendors have agreed to issue, the Purchased Shares on and pursuant to the terms set forth herein.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement,

- (a) **“Account Receivables”** means, in respect of the Vendors’ Continuing Project Contracts, the Vendors’ right, title, and interest in all accounts receivable (including unbilled revenue from work in progress), bills receivable, trade accounts, book debts, insurance claims, and choses in action, whether now or hereafter due or owing to the Vendors after the Closing Date, and relating to the Business or the Retained Assets. This includes any unpaid accrued interest on such items and any related security or collateral (including cash and recoverable deposits), to the extent attributable to the period prior to Closing.
- (b) **“Administration Charge”** has the meaning given to it in the Initial Order.
- (c) **“Affiliate”** means, with respect to any specified Person, any other Person which, directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise). For greater certainty, an Affiliate of a Person shall include such Person’s investment funds and managed accounts and any funds managed or directed by the same investment advisor.
- (d) **“Agreement”** means this subscription agreement and all attachments and Exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this stalking horse subscription agreement and all attached Schedules and Exhibits, and unless otherwise indicated, references to Articles, Sections, Schedules and Exhibits are to Articles, Sections, Schedules and Exhibits in this stalking horse subscription agreement.
- (e) **“Applicable Law”** means any transnational, domestic or foreign, federal, provincial, territorial, state, local or municipal (or any subdivision of any of them) law (including common law and civil law), statute, ordinance, rule, regulation, restriction, limit, by-law (zoning or otherwise), judgment, order, direction or any consent, exemption, or any other legal requirements of, or agreements with, any Governmental Authority, that applies in whole or in part to the Transactions contemplated by this Agreement, the members of the Applicants, the Purchaser, the Business, or any of the Purchased Shares or the Retained Liabilities.
- (f) **“Applicants”** means, collectively, Earth Boring Co. Limited, Yarbridge Holdings Inc., Trolan Investments Ltd., and Yarfield Services Limited and from and after the

time Residual Co. becomes an applicant under the Initial Order, “**Applicants**” shall include Residual Co.

- (g) “**Approval and Reverse Vesting Order**” means an order of the CCAA Court in a form to be mutually agreed upon by the Purchaser and the Vendors, each acting reasonably.
- (h) “**Articles of Reorganization**” means, to the extent required, articles of reorganization in respect of the Vendors’ authorized and issued share capital immediately prior to completion of the Transactions to provide for a redemption right in favour of the Vendors or such other provision acceptable to the Vendors and the Purchaser, acting reasonably, that would result in holders of Existing Shares ceasing to hold their Existing Shares at the time such articles are filed and effective in accordance with the Closing Sequence and receiving “nil” consideration, such articles of reorganization to be in form and substance satisfactory to the Purchaser, acting reasonably.
- (i) “**BDC**” means Business Development Bank of Canada.
- (j) “**Benefit Plans**” means the group insurance policy held by the Applicants with Group Registered Retirement Saving Plans of the Vendors in place as of the Closing Time; and (b) group insurance policy held by the Applicants with Sun Life Financial bearing policy number 166849.
- (k) “**BMO**” means Bank of Montreal.
- (l) “**BMO Leases**” means the Bank of Montreal lease no. 39453 relating to the Herrenknecht 2017 Micro Tunneling System and the Bank of Montreal lease no. 39504 relating to the 2011 Link Belt HTC86100 Crane, as each is amended, supplemented or otherwise modified from time to time.
- (m) “**Books and Records**” means all information in any form relating to the Retained Assets, including books of account, financial, operations, sale books, tax, Business, marketing, personnel and research information and records, technical information, drill logs, equipment logs, project documents, technical reports, operating guides and manuals and all other documents, files, correspondence and other information, including all data, information and databases stored on computer-related or other electronic media.
- (n) “**Business**” has the meaning given to such term in Recital A.
- (o) “**Business Day**” means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto, Ontario are open for commercial banking business during normal banking hours.
- (p) “**Caledon Project**” means the work for the Regional Municipality of Peel subject to an agreement between Aviva Insurance Company of Canada and Earth Boring Co. Limited dated as of June 13, 2025 (as amended, supplemented or otherwise modified from time to time) and is identified as project no. 21039 - “Caledon FM Project” in Schedule 1.1(bb).

- (q) **“Cash Consideration”** has the meaning given to such term in Section 3.1.
- (r) **“CCAA”** has the meaning given to such term in Recital B.
- (s) **“CCAA Charges”** means the Administration Charge, the Director’s Charge, the DIP Lender’s Charge, the Sales Advisor Charge, and the Lien Charge.
- (t) **“CCAA Court”** has the meaning given to such term in Recital B.
- (u) **“CCAA Proceedings”** means the proceedings commenced under the CCAA by the Applicants pursuant to the Initial Order.
- (v) **“Claims”** means any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated) and including all costs, fees and expenses relating thereto.
- (w) **“Closing”** means the completion of the Transactions in accordance with the provisions of this Agreement.
- (x) **“Closing Date”** means a date no later than five (5) Business Days after the conditions set forth in ARTICLE 7 have been satisfied or waived, other than the conditions set forth in ARTICLE 7 that by their terms are to be satisfied or waived at the Closing (or such other date agreed to by the Parties in writing); provided that, if there is to be a Closing hereunder, then the Closing Date shall be no later than the Outside Date.
- (y) **“Closing Documents”** means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing.
- (z) **“Closing Sequence”** means the sequence set forth in Schedule 1.1(z), which may be updated from time to time in accordance with Section 10.2 until two (2) Business Days prior to the Closing Date.
- (aa) **“Closing Time”** means 10:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.
- (bb) **“Continuing Project Contracts”** means the construction projects currently being performed by the Vendors, including those listed in Schedule 1.1(bb).
- (cc) **“Cure Costs”** means the amounts, if any, that are required to cure any monetary defaults of the Applicants under any Retained Contract, or any Retained Lease.
- (dd) **“Deposit”** means a refundable cash deposit in the form of a wire transfer (to a bank account specified by the Monitor, or such other form of deposit as is acceptable to the Monitor), payable to the Monitor in trust, in an amount equal to \$1,000,000.00.

- (ee) **“DIP Facility”** means amounts available under the DIP Term Sheet.
- (ff) **“DIP Lender”** has the meaning given to such term in Recital B.
- (gg) **“DIP Lender’s Charge”** has the meaning given to it in the Initial Order.
- (hh) **“DIP Term Sheet”** means the commitment letter between the Applicants, as borrowers and the DIP Lender, as lender, dated April 14, 2025 pursuant to which the DIP Lender agreed to advance to the Applicants the maximum principal amount under the DIP Facility, as may be amended from time to time.
- (ii) **“Director’s Charge”** has the meaning given to it in the Initial Order.
- (jj) **“Employee Liabilities”** means wages, vacation pay, and Benefit Plans owing by any Vendors to any Retained Employee accruing to and after the Closing Time.
- (kk) **“Employees”** means individuals employed or retained by the Vendors, on a full-time, part-time or temporary basis, including those employees on disability leave, parental leave or other absence, and **“Employee”** means any one of them.
- (ll) **“Encumbrance”** means any security interest (whether contractual, statutory or otherwise), lien, prior claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, trust (including any statutory, deemed or constructive trust), option or adverse claim or encumbrance of any nature or kind.
- (mm) **“Encumbrances to be Discharged”** means all Encumbrances on the Retained Assets, including without the CCAA Charges and any other charge granted by the Court in the CCAA Proceedings, excluding only the Permitted Encumbrances.
- (nn) **“Equipment”** means all machinery, tools, vehicles, and other tangible assets owned, leased, or used by the Vendors in connection with the operation of its Business, including but not limited to excavators, bulldozers, loaders, cranes, trucks, trailers, generators, compressors, scaffolding, and related attachments, accessories, and spare parts, whether located on job sites, the Real Properties, in storage, or at the Vendors’ facilities, and whether in operational condition or not, as of the Closing Date.
- (oo) **“Equity Interests”** means any capital share, capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or nonvoting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) of a Person.
- (pp) **“Excluded Assets”** has the meaning given to such term in Section 2.2.
- (qq) **“Excluded Contracts”** means all contracts which have been or will be disclaimed by the Applicants in the CCAA Proceedings and those contracts of the Vendors including those listed on Schedule 1.1(qq).
- (rr) **“Excluded Leases”** means all leases which are not Retained Leases, including those which have been or will be disclaimed by the Applicants in the CCAA Proceedings and including those leases of the Vendors listed on Schedule 1.1(rr).

- (ss) “**Excluded Liabilities**” has the meaning given to such term in Section 2.5.
- (tt) “**Excluded Caledon AP**” means in respect of the Caledon Project, all unpaid accounts payable relating to all work completed prior to the Closing Date by any of the Vendors for which the Vendors have received an invoice for prior to the Closing Date.
- (uu) “**Excluded Caledon AR**” has the meaning given to such term in Section 2.2(e).
- (vv) “**Existing Shares**” means:
 - (i) the existing Class “A” preference shares and common shares in the capital of Earth Boring Co. Limited.;
 - (ii) the existing Class “A” common shares in the capital of Yarbridge Holdings Inc.; and
 - (iii) the existing Class “A” preference shares and common shares in the capital of Trolan Investments Ltd.
- (ww) “**Filing Date**” means April 17, 2025.
- (xx) “**Final Order**” means with respect to any order or judgment of the CCAA Court, or any other court of competent jurisdiction, with respect to the subject matter addressed in the CCAA Proceedings or the docket of any court of competent jurisdiction, that such order or judgement has not been vacated, set aside, reversed, stayed, modified or amended, and as to which the applicable periods to appeal, or seek certiorari or move for a new trial, re-argument, or rehearing has expired and no appeal, leave to appeal, or petition for certiorari or other proceedings for a new trial, re-argument, or rehearing has been timely taken or filed, or as to which any appeal has been taken or any petition for certiorari or leave to appeal that has been timely filed has been withdrawn or resolved in a manner acceptable to the Vendors and the Purchaser, each acting reasonably, by the highest court to which the order or judgment was appealed or from which leave to appeal or certiorari was sought or the new trial, re-argument, or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.
- (yy) “**Governmental Authority**” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, or exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.
- (zz) “**Initial Order**” has the meaning given to such term in Recital B.
- (aaa) “**Lien Charge**” has the meaning given to it in the Initial Order.

- (bbb) **“Monitor”** has the meaning given to such term in Recital B.
- (ccc) **“Monitor’s Certificate”** means the certificate delivered to the Purchaser, and filed with the CCAA Court, by the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor, in its sole discretion, from each of the Vendors and the Purchaser that all conditions to Closing have been satisfied or waived by the applicable Parties and the Transactions contemplated by this Agreement have been completed.
- (ddd) **“Outside Date”** has the meaning given to such term in Section 9.1(b).
- (eee) **“Parties”** means the Vendors and the Purchaser collectively, and **“Party”** means any one of them, as the context requires.
- (fff) **“Permitted Encumbrances”** means the Encumbrances listed in Schedule 1.1(fff).
- (ggg) **“Person”** includes an individual, partnership, firm, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, entity, corporation, unincorporated association, or organization, syndicate, committee, court appointed representative, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality, or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual, and for greater certainty includes any Governmental Authority.
- (hhh) **“Post-Filing Trade Liabilities”** means any and all indebtedness, liabilities, or obligations incurred by any member of the Vendors arising on or after the Filing Date, in connection with the ongoing operations or in respect to the Continuing Project Contracts of the Vendors, including amounts payable to suppliers, service providers, or other third parties for goods delivered or services performed after the Filing Date.
- (iii) **“Pre-Closing Reorganization”** has the meaning given to such term in Section 2.8.
- (jjj) **“Prior Equity Interests”** means any and all of the following that exists immediately prior to Closing and relates to any of the Vendors: (i) Equity Interests; and (ii) any of the following that is convertible or exchangeable for any Equity Interest or which provide for or require the issuance, conversion, sale or transfer by the Vendors of any Equity Interests of the Vendors or otherwise relating thereto, namely, any agreement, contract, plan, indenture, deed, certificate, subscription right, conversation right, pre-emptive right, option, warrant, security, debenture, loan, note or other document, instrument, right or commitment of any character whatsoever; provided for avoidance of doubt that the Purchased Shares shall not constitute Prior Equity Interests.
- (kkk) **“Property”** has the meaning given to such term in Recital C.
- (lll) **“Purchase Price”** has the meaning given to such term in Section 3.1.
- (mmm) **“Purchased Shares”** has the meaning given to such term in Section 2.1(a).

- (nnn) **“Purchaser”** means Barrier Ridge Capital Inc., in trust for and on behalf of a corporation to be incorporated.
- (ooo) **“Real Properties”** means the real property municipally known as 960 Zelco Drive, Burlington, Ontario and legally described as PCL 4-3 , SEC M232 ; PT LT 4 , PL M232 , PART 7 & 8 , 20R8487 ; PCL 5-2 , SEC M232 ; PT LT 5 , PL M232 , PART 9 , 20R8487 ; S/T H150036 BURLINGTON in PIN: 07035-0005 (LT) owned by Yarbridge Holdings Inc. and real property municipally known as 75 Steelwell Road, Brampton, ON and legally described as PCL BLOCK 16-1, SEC 43M955 ; BLK 16, PL 43M955 , S/T A RIGHT AS IN LT1081518 ; S/T DP2708 ; BRAMPTON in PIN: 14028-0023 (LT) owned by Trolan Investments Ltd., and **“Real Property”** means any one of them.
- (ppp) **“Residual Co.”** a corporation to be incorporated by the Vendors in advance of Closing, to which the Excluded Assets, Excluded Contracts, Excluded Leases and Excluded Liabilities will be transferred to as part of the Closing Sequence, which shall have no issued and outstanding shares.
- (qqq) **“Retained Assets”** has the meaning given to such term in Section 2.3.
- (rrr) **“Retained Contracts”** means those contracts listed in Schedule 1.1(rrr) and the Continuing Project Contracts.
- (sss) **“Retained Employees”** means all Employees of the Vendors as of the Closing Date other than the Terminated Employees.
- (ttt) **“Retained Leases”** means: (a) the equipment leases listed in Schedule 1.1(ttt), (b) the vehicle leases listed in Schedule 1.1(ttt), and (c) the leases or agreements in the nature of a lease or right of occupancy of real or personal property to which any Vendor is a party whether as lessor or lessee as listed in Schedule 1.1(ttt).
- (uuu) **“Retained Liabilities”** has the meaning given to such term in Section 2.4.
- (vvv) **“Sales Advisor”** has the meaning given to such term in Recital C.
- (www) **“Sales Advisor Charge”** has the meaning given to it in the Initial Order.
- (xxx) **“SISP”** has the meaning given to such term in Recital C.
- (yyy) **“SISP Approval Order”** has the meaning given to such term in Recital C.
- (zzz) **“Successful Bid”** has the meaning ascribed to it in the SISP, and the bidder of making such bid is the **“Successful Bidder”**.
- (aaaa) **“Tax”** and **“Taxes”** means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Taxing Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Taxing Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, GST/HST, value added, consumption, sales, use, excise, stamp, withholding,

business, franchising, escheat, property, development, occupancy, employer health, payroll, employment, health, disability, severance, unemployment, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Ontario, and other government pension plan premiums or contributions.

- (bbbb) **"Tax Act"** means the Income Tax Act (Canada) and shall also include a reference to any applicable and corresponding provisions under the income tax laws of a province or territory of Canada, as applicable.
- (cccc) **"Tax Return"** means any return, declaration, report, statement, information statement, form, election, amendment, claim for refund, schedule or attachment thereto or other document filed or required to be filed with a Taxing Authority with respect to Taxes.
- (dddd) **"Taxing Authorities"** means His Majesty the King in right of Canada, His Majesty the King in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, and any Canadian or other Governmental Authority exercising taxing authority or power, and **"Taxing Authority"** means any one of the Taxing Authorities.
- (eeee) **"Terminated Employees"** means those Employees terminated by the applicable Vendors on or prior to the Closing Date at the sole discretion of the Purchaser, provided that in respect of terminations of any Employees who are unionized, the applicable Vendors' prior consent is required, and such terminations of any unionized Employees must comply with the applicable collective bargaining agreement.
- (ffff) **"Transaction"** means, collectively, the Pre-Closing Reorganization, the purchase and issuance of the Purchased Shares pursuant to this Agreement and all other transactions contemplated by this Agreement that are to occur contemporaneously with the purchase and issuance of the Purchased Shares.
- (gggg) **"Vendors"** means, collectively, Earth Boring Co. Limited, Yarbridge Holdings Inc., and Trolan Investments Ltd. and **"Vendor"** means any one of them.

1.2 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

1.3 Headings, Table of Contents, etc.

The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Agreement. The recitals to this Agreement are an integral part of this Agreement.

1.4 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.5 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars. References to "\$" are to Canadian dollars.

1.6 Certain Phrases

In this Agreement (i) the words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation" and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expression "Article", "Section" and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Agreement.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof so long as the economic or legal substance of the Transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon (i) such a determination of invalidity or unenforceability or (ii) any change in Applicable Law or other action by any Governmental Authority which materially detracts from the legal or economic rights or benefits, or materially increases the obligations, of any Party or any of its Affiliates under this Agreement, the Parties shall negotiate to modify this Agreement in good faith so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the Transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

1.8 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the Parties, and set out all the covenants, promises, warranties, representations, conditions and agreements among the Parties in connection with the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral among the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Monitor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any Claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the Court for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.7 shall be deemed effective service of process on such Party.

1.11 Incorporation of Schedules and Exhibits

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof, in each case, as such Schedules may be amended pursuant hereto:

Schedule 1.1(z)	Closing Sequence
Schedule 1.1(bb)	Continuing Project Contracts
Schedule 1.1(qq)	Excluded Contracts
Schedule 1.1(rr)	Excluded Leases
Schedule 1.1(fff)	Permitted Encumbrances
Schedule 1.1(rrr)	Retained Contracts
Schedule 1.1(ttt)	Retained Leases

1.12 Non-Business Days

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

1.13 Computation of Time Periods

If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Agreement, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE 2 SUBSCRIPTION AND ASSET PURCHASE

2.1 Agreement to Subscribe for and Issue Purchased Shares

- (a) Upon and subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, in accordance with the Closing Sequence, the Vendors shall issue to the Purchaser, and the Purchaser shall subscribe for that number and class of shares in the share capital of the Vendors from treasury, to be specified by the Purchaser at least two Business Days prior to the Closing Date, which shares shall be free and clear of all Encumbrances other than Permitted Encumbrances (the "**Purchased Shares**").
- (b) Pursuant to the Approval and Reverse Vesting Order and, if required, the Articles of Reorganization, in accordance with the Closing Sequence, all Equity Interests of the Vendors outstanding prior to the issuance of the Purchased Shares, other than the Purchased Shares, shall be cancelled, without consideration, and the Purchased Shares shall represent 100% of the outstanding Equity Interests in the Vendors after such cancellation and issuance.

2.2 Excluded Assets

As of Closing and pursuant to the Approval and Reverse Vesting Order, the assets of the Vendors shall not include any of the following assets (collectively, the "**Excluded Assets**"):

- (a) the Tax records and returns, and books and records pertaining thereto and other documents, in each case, that primarily relate to any of the Excluded Liabilities or Excluded Assets, provided that the Vendors may retain original copies of any such records if required by Applicable Law and provided further that the applicable Vendor may take copies of all Tax records and books and records pertaining to such records to the extent necessary or useful for the carrying on of the Business after Closing, including the filing of any Tax Return;
- (b) the Excluded Contracts;
- (c) the Excluded Leases;
- (d) all communications, information or records, written or oral, in the possession of the Vendors (other than corporate and minute book records of the Vendors) prior to Closing that are in any way related to (i) the Transactions contemplated by this Agreement, (ii) the sale of the Purchased Shares, (iii) any Excluded Asset or (iv) any Excluded Liability;
- (e) in respect of the Caledon Project, all uncollected accounts receivable that have been invoiced by the applicable Vendor prior to the Closing Date relating to all work completed prior to the Closing Date by any of the Vendors (collectively, the "**Excluded Caledon AR**") but which has not been collected prior to the Closing Date; and
- (f) any rights which accrue to Residual Co. under the Transaction documents.

2.3 Retained Assets

On the Closing Date, the Vendors shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by them on the date of this Agreement and any assets acquired by them up to and including Closing, including without limitation, the

Continuing Project Contracts, the Real Properties, the Retained Leases and the Retained Contracts (the “**Retained Assets**”), except:

- (a) any assets sold in the ordinary course of business between the date hereof and the Closing Date in accordance with the terms of this Agreement;
- (b) the Cash Consideration; and
- (c) Excluded Assets.

2.4 Retained Liabilities

Pursuant to this Agreement and the Approval and Reverse Vesting Order, as of the Closing Time, the only obligations and liabilities of the Vendors shall consist of only the items specifically set forth below (collectively, the “**Retained Liabilities**”):

- (a) Employee Liabilities;
- (b) the mortgage and indebtedness including accrued interest and fees (but excluding any fees secured by the Administration Charge or relating thereto whether or not incurred or paid by BDC) of Yarbridge Holdings Inc. and Trolan Investments Ltd. to BDC shall remain in place in the amount as confirmed by the Monitor, the Vendors and the Purchaser and on substantially the same terms other than any amendments acceptable to the Purchaser and BDC in their sole discretion;
- (c) ordinary course Post-Filing Trade Liabilities in respect of the Continuing Project Contracts that remain outstanding as at the Closing Time other than the Excluded Caledon AP;
- (d) the Retained Contracts and the Cure Costs and obligations of the Vendors under the Retained Contracts from and after the Closing Time other than the Excluded Caledon AP;
- (e) the Retained Leases and the Cure Costs and obligations arising from or in connection with the performance of the Retained Leases, from and after the Closing Time;
- (f) Tax Liabilities of the Vendors for any period, or the portion thereof, beginning on or after the Closing Date.

2.5 Excluded Liabilities

Except for the Retained Liabilities, all Claims and all debts, obligations and liabilities of the Vendors or any predecessors thereof, of any kind or nature, shall be assigned to, and become the sole obligation of, Residual Co. pursuant to the terms of the Approval and Reverse Vesting Order and this Agreement, and, as of the Closing, the Vendors shall not have any obligation, duty, or liability of any kind whatsoever, except for Retained Liabilities, whether accrued, contingent, known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, unliquidated, absolute, accrued, contingent or otherwise, and whether due or to become due, and such liabilities or obligations shall be the sole responsibility of Residual Co., including *inter alia*, and any and all liability relating to any change of control provision that may arise in connection

with the change of control contemplated by the Transactions hereunder and to which the Vendors may be bound as at Closing, all liabilities relating to or under the Excluded Contracts, Excluded Leases, and Excluded Assets, liabilities for all Terminated Employees (collectively, the “**Excluded Liabilities**”).

2.6 Transfer of Excluded Liabilities to Residual Co.

On the Closing Date, pursuant to the terms of the Approval and Reverse Vesting Order, the Vendors shall assign and transfer the Excluded Liabilities to Residual Co., and Residual Co. shall assume the Excluded Liabilities in consideration of the Excluded Assets acquired by Residual Co. All of the Excluded Liabilities shall be discharged from the Vendors as of the Closing, pursuant to the Approval and Reverse Vesting Order.

2.7 Transfer of Excluded Assets to Residual Co.

On the Closing Date, pursuant to the terms of the Approval and Reverse Vesting Order and in consideration for Residual Co. assuming the Excluded Liabilities pursuant to Section 2.6 of this Agreement, the Vendors shall assign and transfer the Excluded Assets to Residual Co., and the Excluded Assets shall vest in Residual Co. pursuant to the Approval and Reverse Vesting Order.

2.8 Pre-Closing Reorganization

- (a) Subject to Section 2.8(b), the Vendors agree that, no earlier than the Business Day immediately prior to the Closing Date and upon request of the Purchaser, the Vendors shall, and shall cause any of the Applicants to, with the consent of the Vendors, not to be unreasonably withheld, conditioned or delayed, perform such other reorganizations of its corporate structure, capital structure, business, operations and assets or such other transactions as Purchaser may request, acting reasonably (each such action, a “**Pre-Closing Reorganization**”). The Vendors agree to use commercially reasonable efforts to cooperate with the Purchaser and its advisors to determine the nature of any Pre-Closing Reorganizations that might be undertaken and the manner in which they would most effectively be undertaken, including filing or causing the Vendors to file available elections or designations reasonably required to effect the Pre-Closing Reorganizations if such filing is reasonably proposed to be made at or prior to Closing, and to cooperate with the Purchaser and its advisors to seek to obtain consents or waivers which might be required under any Retained Contracts or authorizations from Governmental Authorities in respect of any Pre-Closing Reorganization.
- (b) Notwithstanding the foregoing, the Vendors will not be obligated to participate in any Pre-Closing Reorganization if the Vendors determine acting reasonably that such Pre-Closing Reorganization would (i) materially impair, impede, delay or prevent the satisfaction of the conditions set forth in ARTICLE 7, or the ability of the Purchaser or Vendors to consummate, or materially delay the consummation of, the Transaction, or (ii) (A) materially alter or impact the consideration which the Applicants and/or their applicable stakeholders will benefit from as part of the Transactions, or (B) have adverse tax consequences, or impose any Liability on, the remaining Applicants or any director of the Applicants in each case that is greater than the amount of such tax consequences or Liability in the absence of such action.

- (c) This Agreement (including the Closing Sequence) will be amended and restated as required to give effect to a Pre-Closing Reorganization.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The total aggregate consideration in respect of the Purchased Shares shall be equal the aggregate value of the amounts set out below and comprised of the following (the “**Purchase Price**”):

- (a) subject to the adjustment in Section 3.2 below, payment in cash of approximately \$10,000,000.00 (the “**Cash Consideration**”) for the Equipment;
- (b) payment of 50% of the Accounts Receivable derived from the Continuing Project Contracts up to a maximum of \$3,250,000.00 as and when such Account Receivables are actually collected after the Closing Date. For purposes of this subsection, the Excluded Caledon AR shall not be included when calculating the Accounts Receivable in this section 3.1(b);
- (c) an amount equal to the Cure Costs for the Retained Leases and the Retained Contracts as of the Closing Time;
- (d) an amount equal to \$250,000 on account of proceeds of litigation as between Monteith & Sutherland Limited v. Novex Insurance Company bearing court file No: CV-24-4336-0000 as and when such proceeds are actually collected from and after the Closing Date (the “**Litigation Proceeds**”) and provided that the gross Litigation Proceeds available to the Vendors are in excess of \$500,000 and pursuant to which Monteith & Sutherland Limited was engaged by the Earth Boring Co. Ltd on a construction project, which proceedings are subject to a memorandum of agreement between Earth Boring Co. Ltd, Monteith & Sutherland Limited, and Novex Insurance Company dated as of June 26, 2025 (the “**Monteith Litigation**”); and
- (e) the total obligations and indebtedness of the Retained Liabilities as of the Closing Time (approx. \$15,870,000.00).

3.2 Purchase Price Adjustment

To the extent the DIP Facility: (a) is or is greater than \$5,500,001 as of the Closing Time, then the Cash Consideration shall be increased dollar for dollar by the amount of the difference; or (b) is or is less than \$5,500,000 as of the Closing Time, then the Cash Consideration shall be decreased dollar for dollar by the amount of the difference.

3.3 Deposit

- (a) The Purchaser has paid a Deposit that is equal to \$1,000,000.00 in accordance with the SISP. The Parties agree that the Monitor shall cause the Deposit to be placed in a non-interest-bearing account on completion of the Transaction.
- (b) On Closing, the Parties acknowledge that the Cash Consideration to be paid by the Purchaser will be net of the Deposit in accordance with Section 3.4 below.

3.4 Satisfaction of the Purchase Price

- (a) the Cash Consideration pursuant to Section 3.1(a), as it may be adjusted pursuant to Section 3.2, shall be paid and satisfied on the Closing Date by the Purchaser paying the Cash Consideration less the amount of the Deposit to the Monitor, to be held in escrow and paid in accordance with the Closing Sequence;
- (b) following the Closing Date, the Purchaser shall cause the applicable Vendor to pay to the Monitor the amounts payable pursuant to Section 3.1(b) following receipt of the Accounts Receivable derived from the Continuing Project Contracts;
- (c) the amounts payable pursuant to Section 3.1(c) shall be payable by the Purchaser in cash to the applicable counter-party of the Retained Leases and Retained Contracts;
- (d) following the Closing Date, the Purchaser shall cause the applicable Vendor to pay to the Monitor the amounts payable, if any, pursuant to Section 3.1(d) within three Business Days following receipt of the Litigation Proceeds from the Monteith Litigation; and
- (e) the amounts contemplated by Section 3.1(e) shall be fully paid and satisfied by the retention of Retained Leases, Retained Contracts and Retained Liabilities (and for avoidance of doubt, without further cash payment).

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE VENDORS

Each of the Vendors represents and warrants to the Purchaser, as follows, and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Shares:

4.1 Due Authorization and Enforceability of Obligations

Subject to the granting of the Approval and Reverse Vesting Order, this Agreement has been duly authorized, executed and delivered by it, and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

4.2 Existence and Good Standing

Each of the Vendors is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and (i) has all requisite power and authority to execute and deliver this Agreement and (ii) has taken all requisite corporate or other action necessary for it to execute and deliver this Agreement and to perform its obligations hereunder and consummate the Transaction contemplated hereunder.

4.3 Absence of Conflicts

The execution and delivery of this Agreement by the Vendors, the completion by the Vendors of their respective obligations hereunder and the consummation by each of the Vendors of the Transactions contemplated herein, do not and will not require any consent or approval or other action, with or by, any Governmental Authority, other than as contemplated by the entry of the Approval and Reverse Vesting Order by the CCAA Court.

4.4 No Actions

There is not, as of the date hereof, pending or, to the Vendors' knowledge, threatened against any Applicant or any of its properties, nor has any Applicant received any written notice in respect of, any Claim, potential Claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body, other than the CCAA Court, that, would prevent the Vendors from executing and delivering this Agreement, performing their obligations hereunder and consummating the Transactions and agreements contemplated by this Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendors as follows, and acknowledges that the Vendors are relying upon the following representations and warranties in connection with the sale of the Purchased Shares:

5.1 Due Authorization and Enforceability of Obligations

This Agreement has been duly authorized, executed and delivered by the Purchaser, and, assuming the due authorization, execution and delivery by it, this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

5.2 Existence and Good Standing

The Purchaser is validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and consummate the Transactions contemplated by this Agreement.

5.3 Absence of Conflicts

The execution and delivery of this Agreement by the Purchaser and the completion by the Purchaser of its obligations hereunder and the consummation of the Transactions contemplated herein do not and will not violate or conflict with any Applicable Law, or any of its properties or assets, and will not result (with due notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles, by-laws or other constituent documents.

5.4 Approvals and Consents

The execution and delivery of this Agreement by the Purchaser, the completion by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the Transactions contemplated herein, do not and will not require any consent, approval or other action, with or by, any Governmental Authority, other than as contemplated by the granting of the Approval and Reverse Vesting Order by the CCAA Court.

5.5 No Actions

There is not, as of the date hereof, pending or, to the Purchaser's knowledge, threatened against it or any of its properties, nor has the Purchaser received notice in respect of, any Claim, potential Claim, litigation, action, suit, arbitration, investigation or other proceeding before any Governmental Authority or legislative body, other than the CCAA Court, that, would prevent it from executing and delivering this Agreement, performing its obligations hereunder and consummating the Transactions and agreements contemplated by this Agreement.

5.6 Cash Consideration; Availability of Funds

- (a) The Purchaser will have executed on or prior to Closing, the requisite documents to allow the Purchaser, and the Purchaser is and will be duly authorized, to, among other things, deliver the Cash Consideration in connection with the consummation of the Closing hereunder, which documents shall be delivered by the Purchaser to the Vendors.
- (b) The Purchaser will have on Closing, sufficient unrestricted funds and financial capacity to consummate the Transactions contemplated by this Agreement, including payment of the Cash Consideration.

5.7 Residence

The Purchaser is not a non-resident of Canada within the meaning of the Tax Act.

ARTICLE 6 AS IS, WHERE IS

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Business, the Purchased Shares, the Retained Liabilities and all related operations of the Vendors, and, based solely thereon and the advice of its financial, legal and other advisors, has determined to proceed with the Transactions contemplated by this Agreement. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Vendors expressly set forth in ARTICLE 4, the Purchaser understands, acknowledges and agrees that all other representations, warranties, conditions and statements of any kind or nature, expressed or

implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Vendors or the Business, or the quality, quantity or condition of the Purchased Shares) are specifically disclaimed by each of the Vendor, the other Vendors, their respective financial and legal advisors and the Monitor and its legal counsel. THE PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE VENDORS EXPRESSLY AND SPECIFICALLY SET FORTH IN ARTICLE 4: (A) THE PURCHASER IS ACQUIRING THE PURCHASED SHARES ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE VENDORS, THE OTHER APPLICANTS, THE MONITOR OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE VENDORS, THE OTHER APPLICANTS OR THE MONITOR WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE VENDORS, THE BUSINESS, THE PURCHASED SHARES, THE RETAINED LIABILITIES, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE PURCHASER OR ANY OF ITS RESPECTIVE REPRESENTATIVES, INCLUDING WITH RESPECT TO MERCHANTABILITY, PHYSICAL OR FINANCIAL CONDITION, DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, INCLUDING ANY AND ALL CONDITIONS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE PURCHASER CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE PURCHASER.

ARTICLE 7 CONDITIONS

7.1 Conditions for the Benefit of the Purchaser and Vendors

The respective obligations of the Purchaser and the Vendors to consummate the Transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

- (a) *No Law* - no provision of any Applicable Law and no order from a Court of competent jurisdiction preventing or otherwise frustrating the consummation of the purchase of the Purchased Shares or any of the other Transactions pursuant to this Agreement shall be in effect;
- (b) *Final Orders* – the Approval and Reverse Vesting Order shall have been issued and entered and shall be Final Order;
- (c) *Successful Bid* – this Agreement will be the Successful Bid (as determined pursuant to the SISP); and

The Parties acknowledge that the foregoing conditions are for the mutual benefit of each of the Vendors and the Purchaser. Any condition in this Section 7.1 may be jointly waived by the Vendors and by the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any

such waiver will be binding on the Vendors and the Purchaser, as applicable, only if made in writing.

7.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to consummate the Transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver by the Purchaser of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Purchaser):

- (a) *Performance of Covenants* - the covenants contained in this Agreement to be performed or complied with by the Vendors at or prior to the Closing Time shall have been performed or complied with in all material respects as at the Closing Time;
- (b) *Truth of Representations and Warranties* - the representations and warranties of the Vendors contained in ARTICLE 4 shall be true and correct in all respects as of the Closing Date, as if made at, and as of, such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date) except where the failure to be so true and correct would not reasonably be expected to have a material and adverse effect on Purchaser's ability to consummate the Transactions contemplated by this Agreement;
- (c) *Officers' Certificates* – the Purchaser shall have received a certificate confirming the satisfaction of the conditions contained in Subsections 7.2(a) and 7.2(b), signed for and on behalf of the Vendors by an executive officer of the Vendors or other Persons acceptable to the Purchaser, without personal liability, in each case in form and substance reasonably satisfactory to the Purchaser;
- (d) *Vendors' Deliverables* - the Vendors shall have delivered to the Purchaser all of the deliverables contained in Section 10.3 in form and substance reasonably satisfactory to the Purchaser; and
- (e) *Terminated Employees* - the applicable Vendor shall have terminated the employment of the Terminated Employees, and all liabilities owing to any such Terminated Employees in respect of such terminations, including all amounts owing on account of or damages in lieu of, statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements, shall be Excluded Liabilities which, pursuant the Approval and Reverse Vesting Order, shall be assigned and transferred as against the applicable Vendor to, and assumed by, Residual Co.
- (f) *No Material Adverse Change* - from the date of this Agreement up to the Closing Time, no material adverse change has occurred which would materially: (a) adversely affect the value of the Retained Assets, (b) increase the Retained Liabilities, and/or (c) adversely affect the Business, operations, condition (financial or otherwise) of any of the Vendors.

- (g) *Personal Guarantees* – BMO shall have released the personal guarantors from the BMO indebtedness on terms satisfactory to the Purchaser, BMO and the personal guarantors.
- (h) *BDC Mortgages* - the mortgage and indebtedness including accrued interest and fees (but excluding any fees secured by the Administration Charge or relating thereto whether or not incurred or paid by BDC) of Yarbridge Holdings Inc. and Trolan Investments Ltd. to BDC shall remain in place in the amount as confirmed by the Monitor, the Vendors and the Purchaser and on substantially the same terms other than any amendments acceptable to the Purchaser and BDC in their sole discretion.
- (i) *BMO Leases* - the BMO Leases shall be paid out by no later than November 1, 2025.
- (j) *Management* - the existing executives and management of the Vendors remain with the applicable Vendors on terms satisfactory to the Purchaser.

7.3 Conditions for the Benefit of the Vendors

The obligation of the Vendors to consummate the Transactions contemplated by this Agreement is subject to the satisfaction of, or compliance with, or waiver where applicable by the Vendors of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Vendors):

- (a) *Performance of Covenants* - the covenants contained in this Agreement to be performed by the Purchaser at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (b) *Truth of Representations and Warranties* - the representations and warranties of the Purchaser contained in ARTICLE 5 will be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date as if made on and as of such date (except for representations and warranties made as of specified date, the accuracy of which shall be determined as of such specified date) except where the failure to be so true and correct would not reasonably be expected to have a material and adverse effect on Purchaser's ability to consummate the Transactions contemplated by this Agreement;
- (c) *Officer's Certificates* – the Vendors shall have received a certificate confirming the satisfaction of the conditions contained in Subsections 7.3(a) and 7.3(b) signed for and on behalf of the Purchaser without personal liability by an executive officer of the Purchaser or other Persons acceptable to the Vendors, acting in a commercially reasonable manner, in each case, in form and substance satisfactory to the Vendors, acting in a commercially reasonable manner; and
- (d) *Purchaser Deliverables* – The Purchaser shall have delivered to the Vendors all of the deliverables contained in Section 10.4 in form and substance satisfactory to the Vendors, acting in a commercially reasonable manner.

ARTICLE 8 ADDITIONAL AGREEMENTS OF THE PARTIES

8.1 Access to Information and Properties

- (a) Until the Closing Time, the Vendors, with oversight of the Monitor, shall give to the Purchaser's personnel engaged in the Transactions contemplated by this Agreement and their accountants, legal advisors, consultants, financial advisors and representatives during normal business hours reasonable access to its premises and to all of the books, records, and other information relating to the Business, and shall furnish them with all such information relating to the Business, the Applicants, the Retained Assets, the Retained Liabilities and the list of Employees as Purchaser may reasonably request in connection with the Transaction contemplated by this Agreement, such requests to be made to the Monitor; provided that such access shall be conducted at Purchaser's expense, in accordance with Applicable Law and under supervision of the Monitor or the Vendors' senior management and in such a manner as to maintain confidentiality, and the Vendors will not be required to provide access to or copies of any such Books and Records if: (i) the provision thereof would cause applicable Vendors to be in contravention of any Applicable Law; (ii) breach the terms of the SISP Approval Order; or (iii) making such information available would: (1) result in the loss of any lawyer-client or other legal privilege; or (2) cause applicable Vendors to be found in contravention of any Applicable Law, or contravene any fiduciary duty or agreement (including any confidentiality agreement to which the Vendors or any of its Affiliates are a party). Notwithstanding anything in this Section 8.1 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Business or the possible sale thereof to any other Person.
- (b) Following the Closing, the Purchaser shall make all Books and Records of the Applicants as of the Closing reasonably available to the Monitor and any trustee in bankruptcy of any of the Applicants upon at least five (5) Business Days prior written notice, for a period of seven (7) years after Closing, and shall, at such Party's expense, permit the Monitor and any trustee in bankruptcy of the Applicants to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles; provided that Purchaser shall not be obligated to make such Books and Records available to the extent that doing so would: (i) violate Applicable Law; (ii) jeopardize the protection of a solicitor-client privilege; or (iii) unreasonably interfere with the ongoing Business and operations of the Vendors and their Affiliates, as determined by the Applicants, acting reasonably.
- (c) Following the Closing, the Applicants and Residual Co. shall make all Books and Records comprising Excluded Assets reasonably available to the Monitor and any trustee in bankruptcy of any of the Applicants upon at least five (5) Business Days prior notice, for a period of seven (7) years after Closing, and shall, at such Party's expense, permit the Monitor and any trustee in bankruptcy of the Applicants to take copies thereof as they may determine to be necessary or useful to accomplish their respective roles; provided that such Applicant shall not be obligated to make such Books and Records available to the extent that doing so would: (i) violate Applicable Law; (ii) jeopardize the protection of a solicitor-client privilege; or (iii)

unreasonably interfere with the ongoing Business and operations of the Applicants and their Affiliates, as determined by the Applicants, acting reasonably.

8.2 Covenants Relating to this Agreement

- (a) Each of the Parties shall perform all obligations required to be performed by the applicable Party under this Agreement, co-operate with the other Parties in connection therewith and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Transactions contemplated by this Agreement and, without limiting the generality of the foregoing, from the date hereof until the Closing Date, each Party shall and, where appropriate, shall cause each of its Affiliates to:
 - (i) negotiate in good faith and use its commercially reasonable efforts to take or cause to be taken all actions and to do, or cause to be done, all things necessary, proper or advisable to satisfy the conditions precedent to the obligations of such Party hereunder (including, where applicable, negotiating in good faith with the applicable Governmental Authorities and/or third Persons in connection therewith), and to cause the fulfillment at the earliest practicable date of all of the conditions precedent to the other Party's obligations to consummate the Transactions contemplated hereby; and
 - (ii) not take any action, or refrain from taking any action, or permit any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Transactions contemplated by this Agreement.
 - (iii) from the date hereof until the Closing Date, each of the Vendors and Purchaser hereby agrees to cause its representatives to, keep the other Party informed on a reasonably current basis, and no less frequently than on a weekly basis through teleconference or other meeting, and as reasonably requested by each of the Vendors, Purchaser or the Monitor, as to the Vendors or Purchaser's progress in terms of the satisfaction of the conditions precedent contained herein.
- (b) Each of the Vendors and the Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings, reasonably necessary for the consummation of the Transactions contemplated by this Agreement, and to take such other actions to consummate or implement as soon as reasonably practicable, the Transactions contemplated by this Agreement.
- (c) From the date hereof until the Closing Date, the Vendors hereby agree, and hereby agrees to cause their representatives to, promptly notify the Purchaser of (i) any event, condition, or development that has resulted in the inaccuracy in a material respect or material breach of any representation or warranty, covenant or agreement contained in this Agreement.
- (d) Each of the Vendors and the Purchaser agree to use commercially reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably

necessary to obtain any material third-party consents and approvals as may be required in connection with the Transaction contemplated by this Agreement.

- (e) The Vendors agree to use commercially reasonable efforts to promptly provide all documentation, copies of agreements and information reasonably required by the Purchaser to complete and finalize the Schedules to this Agreement. Such information and documentation shall be provided to the Purchaser on an ongoing basis following execution of this Agreement and in any event shall be provided to the Purchaser no later than ten (10) days prior to the hearing of the Applicants' motion to the CCAA Court seeking the Approval and Reverse Vesting Order.

8.3 Court Orders and Related Matters

- (a) From and after the date of this Agreement and until the Closing Date, the Vendors shall deliver to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, and other papers to be filed or submitted by any of the Applicants in connection with or related to this Agreement, including with respect to the Approval and Reverse Vesting Order, for Purchaser's prior review at least two (2) days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for two (2) days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The Vendors acknowledge and agree (i) that any such pleadings, motions, notices, statements, applications, schedules, or other papers shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.
- (b) Notice of the motions seeking the issuance of the Approval and Reverse Vesting Order shall be served or be caused to be served by the Applicants on all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the CCAA Court, and any other Person determined necessary by the Applicants or Purchaser, acting reasonably.
- (c) As soon as practicable if Purchaser is selected or deemed to be the Successful Bidder in accordance with the SISF, the Applicants shall file a motion seeking the approval of the Approval and Reverse Vesting Order.
- (d) If the Approval and Reverse Vesting Order relating to this Agreement is appealed or a motion for leave to appeal, rehearing, re-argument, reconsideration, varied or set aside is filed with respect thereto, each of the Applicants agree (subject to the available liquidity of each of the Applicants) to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.
- (e) The Vendors acknowledge and agree, that the Approval and Reverse Vesting Order shall provide that, on the Closing Date and concurrently with the Closing, the Purchased Shares shall be issued to the Purchaser free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE 9 TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of each of the Vendors and the Purchaser;
- (b) by the Purchaser or any of the Vendors, if Closing has not occurred on or before September 15, 2025 or such later date agreed to by each of the Vendors and the Purchaser in writing in consultation with the Monitor (the "**Outside Date**"), provided that the terminating Party is not in breach of any representation, warranty, covenant or other agreement in this Agreement which would prevent the satisfaction of the conditions in ARTICLE 7 by the Outside Date;
- (c) by the Purchaser or any of the Vendors, if at any time after the date hereof any of the conditions in ARTICLE 7 is not capable of being satisfied by the applicable dates required in ARTICLE 7 of this Agreement or if not otherwise required, by the Outside Date, provided that the terminating Party is not in breach of any representation, warranty, covenant or other agreement in this Agreement which would prevent the satisfaction of the conditions in ARTICLE 7 by the Outside Date;
- (d) by the Purchaser or any of the Vendors, upon dismissal of the motion for the Approval and Reverse Vesting Order (or if any such order is stayed, vacated, varied or set aside without the consent of the Purchaser);
- (e) by the Purchaser or any of the Vendors, if a court of competent jurisdiction, including the CCAA Court or other Governmental Authority has issued an Order or taken any other action to restrain, enjoin or otherwise prohibit the consummation of Closing and such Order or action has become a Final Order;
- (f) by any of the Vendors, if there has been a material violation or breach by the Purchaser of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 7.1 or Section 7.3, as applicable, by the Outside Date, and such violation or breach has not been waived by the any of the Vendors, or cured by the Purchaser within ten (10) Business Days after written notice thereof from the Vendors, unless the Vendors are in material breach of its obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 7.1 or Section 7.3, as applicable, by the Outside Date; and
- (g) by the Purchaser, if there has been a material violation or breach by any of the Vendors of any covenant, representation or warranty which would prevent the satisfaction of the conditions set forth in Section 7.1 or Section 7.2, as applicable, by the Outside Date, and such violation or breach has not been waived by the Purchaser, or cured by any of the Vendors within ten (10) Business Days after written notice thereof from the Purchaser, unless the Purchaser is in material breach of its obligations under this Agreement which would prevent the satisfaction of the conditions set forth in Section 7.1 or Section 7.3, as applicable, by the Outside Date.

The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Subsection 9.1(a)) shall give written notice of such termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for such Party's exercise of its termination rights.

9.2 Effect of Termination

In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall become void and of no further force or effect without liability of any Party to any other Party to this Agreement except that: (i) this Section 9.2, Section 11.1, Section 11.2, and Section 11.7 shall survive; and (ii) no termination of this Agreement shall relieve any Party of any liability for any wilful breach by it of this Agreement, or impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement in accordance with Section 11.3.

9.3 Treatment of Deposit

In the event that this Agreement is terminated pursuant to Section 9.1(f) of this Agreement, then the Deposit shall be forfeited by the Purchaser to the Monitor as a liquidated damage, and not as a penalty. The Parties agree that the Deposit is a genuine estimate of the liquidated damages that the Monitor would suffer in such circumstances (and, for greater certainty, and notwithstanding, any other provision in this Agreement, this shall be the Monitor's sole right and remedy as a result of the Purchaser's breach). To the extent the Monitor is able to retain the Deposit in accordance with this Section 9.3, the Monitor may, in its sole discretion, distribute the full amount of the Deposit to creditors of the Applicants pursuant to their respective priorities. In the event that this Agreement is terminated pursuant to Subsections 9.1(a), 9.1(b), 9.1(c), 9.1(d), 9.1(e) or 9.1(g) of this Agreement, then the Deposit (without interest) shall be promptly returned by the Monitor to the Purchaser.

ARTICLE 10 CLOSING

10.1 Location and Time of Closing

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence (as defined below), and shall be subject to such escrow document release arrangements as the Parties may agree.

10.2 Closing Sequence

On the Closing Date, subject to the terms of the Approval and Reverse Vesting Order, Closing shall take place in the sequence set out in the Closing Sequence. The Purchaser may, as a result of any Pre-Closing Reorganization or otherwise with the prior consent of the Vendors and the Monitor, acting reasonably, amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Vendors and/or its applicable stakeholders will benefit from as part of the Transactions.

10.3 Vendors' Deliveries at Closing

At Closing, the Vendors shall deliver to the Purchaser the following:

- (a) a true and final copy of the Approval and Reverse Vesting Order;
- (b) the certificates contemplated by Section 7.2(c);
- (c) confirmation of the due incorporation and organization of Residual Co. on the terms set forth herein;
- (d) fully executed copy(ies) of the assignment and assumption agreement(s) between the Vendors to Residual Co in respect of the Excluded Contracts, the Excluded Leases, the Excluded Liabilities, the Excluded Assets and all liabilities for the Terminated Employees if these matters are not expressly contained in the Approval and Reverse Vesting Order;
- (e) evidence of completion of any Pre-Closing Reorganization and evidence of the filing of the Articles of Reorganization, if required by the Purchaser;
- (f) copy of a directors resolution of each of the Vendors issuing the Purchased Shares to the Purchaser as fully paid and non-assessable shares, if not covered in the Articles of Reorganization.
- (g) share certificates representing the Subscribed Shares (or other acceptable evidence of the Subscribed Shares); and
- (h) all other documents as reasonably requested by the Purchaser in good faith.

10.4 Purchaser's Deliveries at Closing

At Closing, the Purchaser shall deliver to the Vendors the following:

- (a) the Cash Consideration;
- (b) the certificates contemplated by Section 7.3(c);
- (c) certificate of status of the Purchaser; and
- (d) all other documents required to effect to the Transaction contemplated by this Agreement, as reasonably requested by the Vendors in good faith.

10.5 Monitor's Certificate

When all conditions to Closing set out in ARTICLE 7 have been satisfied and/or waived by the Vendors or the Purchaser, as applicable, the Vendors and the Purchaser, or their respective counsel, shall each deliver to the Monitor written confirmation, in form and substance satisfactory to the Monitor, that all conditions to Closing have been satisfied or waived, subject to the Monitor's delivery of the Monitor's Certificate to the Purchaser in accordance with the Approval and Reverse Vesting Order. Upon receipt of such written confirmation, the Monitor shall: (i) issue forthwith its Monitor's Certificate in accordance with the Approval and Reverse Vesting Order; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the CCAA Court (and shall provide a true copy of such filed certificate to each of the Vendors and the Purchaser). The Parties hereby acknowledge and agree that the Monitor will be entitled to file the Monitor's Certificate with the CCAA Court without independent investigation upon receiving written confirmation from the Vendors and the Purchaser that all conditions to Closing have been satisfied or waived, and the Monitor will have no liability whatsoever to any of the Vendors or Purchaser or any other Person as a result of filing the Monitor's Certificate.

10.6 Simultaneous Transactions

All actions taken and Transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence set forth in the Closing Sequence and the Approval and Reverse Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

10.7 Further Assurances

As reasonably required by a Party in order to effectuate the Transactions contemplated by this Agreement, Purchaser and each of the Applicants shall execute and deliver at (and after) the Closing such other documents, and shall take such other actions, as are necessary or appropriate, to implement and make effective the Transactions contemplated by this Agreement. Further, from and after the Closing Date, the Purchaser and each of the Vendors shall provide the Monitor with reasonable access to the financial and operational records of the Vendors (and reasonable related support from employees of the Vendors) on not less than two days prior written notice by the Monitor to the Purchaser in respect to such access.

ARTICLE 11 GENERAL MATTERS

11.1 Confidentiality

After the Closing Time, the remaining Applicants shall maintain the confidentiality of all confidential information relating to the Business and the Vendors, except any disclosure of such information and records as may be required by Applicable Law. If any remaining Applicant, or any of their respective representatives, becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar judicial or administrative process, to disclose any such information, such party shall, or shall cause its representative to, provide the Purchaser with reasonably prompt prior oral or written notice of such requirement (including any report, statement, testimony or other submission to such Governmental Authority) to the extent legally permissible and reasonably practicable, and cooperate with Purchaser, at Purchaser's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed; provided that in the event that such protective order or other similar remedy is not obtained, the applicable Applicant shall, or shall cause its representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause such representative to, exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such disclosed information. The remaining Applicants shall instruct their representatives having access to such information of such obligation of confidentiality and shall be responsible for any breach of the terms of this Section 11.1 by any of their representatives.

11.2 Public Notices

No press release or other announcement concerning the Transactions contemplated by this Agreement shall be made by any of the Applicants or Purchaser without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, that subject to the last sentence of this Section 11.2, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings), and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party to the extent legally permissible and reasonably practicable, and if such prior notice is not legally permissible or reasonably practicable, to give such notice reasonably promptly following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by either Party, as applicable with the CCAA Court; and (ii) the Transactions contemplated in this Agreement may be disclosed by the Vendors to the CCAA Court. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the CCAA Court containing references to the Transactions contemplated by this Agreement and the terms of such Transactions; and
- (b) the Applicants, the Purchaser and their respective professional advisors prepare and file such motions, affidavits, materials, reports and other documents with the CCAA Court containing references to the Transactions contemplated by this Agreement and the terms of such transactions as may reasonably be necessary to complete the Transactions contemplated by this Agreement or to comply with their obligations in connection therewith.

The Purchaser shall be afforded an opportunity to review and comment on such materials prior to their filing; provided in the case of reports or other documents prepared or to be filed by the Monitor with the CCAA Court the Purchaser shall be entitled to review only factual information contained therein relating to the terms of the Transactions contemplated in this Agreement. The Parties may issue a joint press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to them.

11.3 Injunctive Relief

- (a) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.
- (b) Each Party hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 11.3, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.
- (c) Notwithstanding anything herein to the contrary herein, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance and election to pursue one shall be deemed to be an irrevocable waiver of the other.

11.4 Survival

None of the representations, warranties, covenants (except the covenants in Section 2.1, Section 3.1, ARTICLE 11, Subsection 8.1(a) and Section 8.3, to the extent they are to be performed after the Closing) of any of the Parties set forth in this Agreement, in any Closing Document to be executed and delivered by any of the Parties (except any covenants included in such Closing Documents, which, by their terms, survive Closing) or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transactions contemplated hereby shall survive the Closing.

11.5 Non-Recourse

No past, present or future director, officer, Employee, incorporator, member, partner, security holder, Affiliate (provided that for purposes of this Section 11.5, the Purchaser and Vendors shall not be considered Affiliates of each other), agent, lawyer or representative of the respective Parties, in such capacity, shall have any liability for any obligations or liabilities of the Purchaser or the Vendors, as applicable, under this Agreement, or for any causes of action based on, in respect of or by reason of the Transactions contemplated hereby.

11.6 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of each of the other Parties, except that without such consent Purchaser may, upon prior notice to the Vendors, assign this Agreement, or any or all of its rights and obligations hereunder, to one or more of its Affiliates; provided that no such assignment or direction shall relieve the Purchaser of its obligations hereunder. This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective permitted successors and permitted assigns. Although not Parties to this Agreement, the Monitor and its respective Affiliates and advisors shall have the benefits expressed to be conferred upon them in this Agreement, including in Section 11.4 (in respect of the Monitor) hereof. Subject to the preceding sentence, nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person not a Party to this Agreement.

11.7 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (iii) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (iv) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

If to the Purchaser at:

Barrier Ridge Capital Inc., on behalf of and in trust for a corporation to be incorporated
Attention: 124 Wellington Street East, Unit A, Aurora, Ontario L4G 1J1
Attention: Norm Hyde-Whipp
Email: nhyde-whipp@barrierridge.com

If to the Vendors at:

Earth Boring Company Ltd.

1775 N Sheridan Way
Mississauga, ON

Attention: Eugene Woodbridge
Email: gene@earthboring.ca

and to:

Reconstruct LLP

80 Richmond Street West, Suite 1700
Toronto, ON M5H 2A4

Attention: Caitlin Fell / Brendan Bissell
Email: cfell@reconllp.com / bbisell@reconllp.com

If to the Monitor at:

BDO Canada Limited
20 Wellington St. East Suite 500
Toronto ON M5E 1C5
Canada

Attention: Heron Yin
Email: hyin@bdo.ca

and to:

Gowling WLG
100 King St W
Suite 1600
Toronto, ON M5X 1G5
Attention: Clifton P. Prophet / Heather Fisher
Email: clifton.prophet@gowlingwlg.com / heather.fisher@gowlingwlg.com

If to the Sales Advisor at:

PricewaterhouseCoopers Corporate Finance Inc.
PwC Tower
18 York Street
Suite 2600
Toronto, ON M5J 0B2

Attention: Eric Castonguay / Bryan Allsopp
Email: eric.castonguay@pwc.com / bryan.n.allsopp@pwc.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

11.8 Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement may be made by electronic signature which, for all purposes, shall be deemed to be an original signature.

[Signature pages to follow]

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

VENDORS:

EARTH BORING CO LIMITED

Per: DocuSigned by:
Eugene Woodbridge
896E3B9A56B14A6...
Name: Eugene Woodbridge
Title: CEO

YARBRIDGE HOLDINGS INC.

Per: DocuSigned by:
Eugene Woodbridge
896E3B9A56B14A6...
Name: Eugene Woodbridge
Title: President

TROLAN INVESTMENTS LTD.

Per: DocuSigned by:
Eugene Woodbridge
896E3B9A56B14A6...
Name: Eugene Woodbridge
Title: President

PURCHASER:

BARRIER RIDGE CAPITAL INC., on behalf of and in trust for a corporation to be incorporated

Per: Signed by:
Norm Hyde-Whipp
C9C2CF845E8749F...
Name: Norm Hyde-Whipp
Title: President

**SCHEDULE 1.1(z)
CLOSING SEQUENCE**

- (a) First, the Purchaser shall pay the Cash Consideration to the Monitor, to be held in escrow by the Monitor on behalf of the Purchaser;
- (b) Second, the Vendors shall be deemed to transfer to Residual Co. the Excluded Assets, the Excluded Contracts, the Excluded Liabilities, the Excluded Leases and all liabilities relating to the Terminated Employees pursuant to the Approval and Reverse Vesting Order;
- (c) Third, the Retained Assets will be retained by the applicable Vendors, in each case free and clear of and from any and all Claims and, for greater certainty, all of the Encumbrances, other than Permitted Encumbrances, affecting or relating to the Retained Assets will have been expunged and discharged as against the Retained Assets under the Approval and Reverse Vesting Order, and the Retained Liabilities will be retained by the applicable Vendors;
- (d) Fourth, all Prior Equity Interests of the Applicants (other than the Existing Shares which will be cancelled in accordance with the Articles of Reorganization) as well as any agreement, contracts, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Applicants shall be deemed terminated and cancelled for no consideration;
- (e) Fifth, the following shall occur concurrently with the sixth step below:
 - i. the Vendors shall issue the Purchased Shares to the Purchaser and the Purchaser shall subscribe for the Purchased Shares;
 - ii. the Cash Consideration will be released from escrow and made payable to the Monitor;
 - iii. the Vendors shall pay the Cure Costs to the applicable payees thereof; and
- (f) Sixth, the Articles of Reorganization will be filed and be effective.

**SCHEDULE 1.1(bb)
CONTINUING PROJECT CONTRACTS**

Job#	Project Owner	Customer	Job Name
21015	Halton Region	C&M McNally	South Georgetown Wastewater Servicing
23010	Town of Lincoln	Town of Lincoln	Lincoln Watermain
24019	County of Simcoe	Primrose	Simcoe County Rd 21
23007	Rose Corporation	Clarose Midhurst GP Inc.	Midhurst Heights
23011	TTC	Bronte Construction	Sheppard Station
24016	County of Brant	L82 Construction Ltd.	Dundas Street East
24002	Metrolinx	Clearway	PAPE
25004	ENWIN	Amico Infrastructure Inc.	Enwin Feedermain Phase 2 Project
23012	Region of Peel	Region of Peel	Trenchless Crossing – Heart Lake, Elgin, Torbram
24001	City of Hamilton	City of Hamilton	Garner Road Trunk SS
255001	Narraagansett Bay Commission	John Rocchio Corp	Narragansett Bay Commission CSO Phase IIIA-4
25005	CN	Dagmar Construction	CN Track Detour Bala
25007	City of Hamilton	RS Construction	Culvert on Golf Links Drive
25008	City of Toronto	Timbel Construction	Boulton Dr, 7 th St, George St Grouting
25009	New Tecumseth	Trisan Construction	Bailey Creek Crossing
25010	District of Muskoka	Trisan Construction	Mountview PS
21039	Region of Peel	Aviva	Caledon FM Project
24003	City of Guelph	Goetz Construction	Catherine St Rail Crossing
23006	Mansouri Group	Mansouri Group	Elgin Mills Sanitary

**SCHEDULE 1.1(qq)
EXCLUDED CONTRACTS**

Date of Contract	Counterparty to the Contract
June 29, 2023	340268 Ontario Limited
August 1, 2022	Aggerton Capital Inc.
August 22, 2022	Mtbm Operators S.L
July 8, 2016	Servicemaster Contract Services Mississauga
January 22, 2024-August 16, 2028	Frew Energy Limited
November 2, 2021	4 Drill Group Pawel Surdziel
August 10, 2023	4DG Karolina Surdziel

**SCHEDULE 1.1(rr)
EXCLUDED LEASES**

Real Property Lease

1. Lease agreement between Earth Boring Co. Limited and Attridge Transportation Inc. dated October 1, 2014 for the premises municipally known as 1775 North Sheridan Way, Mississauga, Ontario.

Vehicle Leases

Counterparty to the Lease	Lease #	Description of Assets
CWB	101015928191	2023 Vac Truck (Western Star)
KNL		SAL1L9FU1PA125175
Element Fleet Finance Lease	2889133	SALGS2E6NA466605
KNL	55531	2023 Ford F-150 Lightning) (1FT6W1EV1PWG04182)
KNL	ST 056	2022 Ford F-150 (1FTFW1E51NFA81873)
KNL	ST 057	2022 Ford F-150 (1FTFW1E82NFA81875)
KNL	ST 059	2022 Ford F-150 (1FTFW1E88NFA91133)
KNL	ST 058	2022 Ford F-150 (1FTFW1E80NFA81874)
KNL	ST 072	2021 Ford F-150 (1FTFW1ED0MFB20216)
KNL	ST 078	2023 Lincoln (5LMJJ3LG5PEL08251)
KNL	ST 062	2022 Ford Edge (2FMPK4G92NBA94310)
KNL	ST 063	2022 Ford Edge (2FMPK4G98NBA94361)
KNL	ST 064	2022 Ford Edge (2FMPK4G91NBA94475)
KNL	ST 066	2022 Ford Edge (2FMPK4G98NBA94778)
KNL	ST 067	Loan - 2022 Ford Edge (2FMPK4G99NBA94921)

KNL	ST 070	Loan - 2022 Ford Edge (2FMPK4G93NBA94817)
-----	--------	--

**SCHEDULE 1.1(fff)
PERMITTED ENCUMBRANCES**

1. Any Encumbrances that secure the obligations under the Retained Leases; and
2. Mortgages registered in favour of Business Development Bank of Canada registered on title of the Real Properties.

**SCHEDULE 1.1(rrr)
RETAINED CONTRACTS**

None – to be updated prior to Closing, as necessary.

**SCHEDULE 1.1(ttt)
RETAINED LEASES**

Equipment Leases

Counterparty to the Lease	Lease/Loan #	Description of Assets
HSBC, as assumed by RBC	33062004	Toro Horizontal Directional Drill and MTBM Navigating System (DD 034&VMT)
HSBC, as assumed by RBC	33062002	New 2019 Westech Non-code Hydrovac mounted on 2019 Western Star Chassis
HSBC, as assumed by RBC	33062007	Two - new 2019 American Augers with Vandal Shield (48/54)
CWB	101015106426	2019 AVN 1200TB S/N 24448
RBC	201000057361	2014 Liebherr Rotary Drill Rig and casing/attachments
Meridian OneCap	704701	2016 CASE Wheel Loader & 2015 Kobelco Excavator
CWB	101015440587	Various equipment
BMO	39453	Herrenknecht 2017 Micro Tunneling System
BMO	39504	2011 Link Belt HTC86100 Crane

Real Property Leases

1. Intercompany lease for the property municipally known as 960 Zelco Drive, Burlington, Ontario with Yarbridge Holdings Inc.

2. Intercompany lease for the property municipally known as 75 Steelwell Road, Brampton, Ontario with Trolan Investments Ltd.

To: Name of Recipient
 Recipient's Firm Name
 Address Line 1
 Address Line 2
 City
 Postal Code email fax #

Client Name(s): **Earth Boring Co. Limited**

Payout Statement Preparation Date: **October 20, 2025**

Payout calculation is for receipt of funds by BMO prior to close of business: **October 20, 2025**, the "Payout Date".
Future Date Payout, if provided, is an estimate of additional cost and charges for receipt of funds on date indicated
 Payout Calculation is subject to change for: 1) transactions in progress not yet posted, 2) changes in Prime Rate, 3) per diem charges hereafter and 4) regularly scheduled transactions

This Payout Calculation is compiled for: information purposes only, or
 final payout quote not exceeding 15 days to Payout Date
 (check one)

	Account Number	Type of Loan Product	Principal Balance at Payout Quote Date (1)	Uncollected Accrued Interest at Last End of Month (EOM) (2)	Accrued Interest on Principal Balance from EOM to Payout Calculation Date (3)	Uncollected Accrued Interest prior to Payout Date (4)	Payout Penalty (5)	Total Other Charge (**)(6)	Total (7)=sum(1) to (6) inclusive	Per Diem (8)	Interest Rate Basis (9)	Interest Rate Spread (10)
1	375542600006	DLNR(Prev ODL)	\$ 5,952,754.00	\$ 222,048.46	\$ 21,870.26				\$ 6,196,672.72	\$ 1,260.34	Prime +	2.7500%
2	375542600001	DLNR	\$ 9,764,728.26	\$ 376,102.56	\$ 37,868.42				\$ 10,178,699.24	\$ 2,069.84	Prime +	2.7500%
3	375542600002	DLNR	\$ 2,036,029.07	\$ 78,420.57	\$ 7,895.89				\$ 2,122,345.53	\$ 431.58	Prime +	2.7500%
4	375542600003	DLNR	\$ 540,286.92	\$ 20,809.93	\$ 2,095.28				\$ 563,192.13	\$ 114.53	Prime +	2.7500%
5	375542600004	DLNR	\$ 453,754.69	\$ 17,477.01	\$ 1,759.70				\$ 472,991.40	\$ 96.18	Prime +	2.7500%
6	375542600007	Other(refer Notes)	\$ 913,733.69	\$ 9,809.07	\$ 3,384.82				\$ 926,927.58	\$ 188.50	Prime +	2.7500%
7	Lease 39453	Other(refer Notes)	\$ 2,640,945.94						\$ 2,640,945.94			
8	Lease 39504	Other(refer Notes)	\$ 231,701.34						\$ 231,701.34			
9	375542600005	DLNR	\$ 5,500,000.00	\$ 19,408.22	\$ 26,339.73			\$ 1,601.73	\$ 5,547,349.68	\$ 1,391.19	Prime +	4.5000%
Totals:			\$ 28,033,933.91	\$ 744,075.82	\$ 101,214.10	\$ -	\$ -	\$ 1,601.73	\$ 28,880,825.56	\$ 5,552.16		
			(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)		

PAYOUT AS AT: October 20, 2025

Principal Balance	\$ 28,033,933.91	(A)
Accrued Interest	\$ 845,289.92	(B)+(C)+(D)
Penalty	\$ -	(E)
Total Other Charge **	\$ 1,601.73	(F)
TOTAL AS AT: October 20, 2025	\$ 28,880,825.56	(G)
Per Diem Rate	\$ 5,552.16	(H)

FUTURE DATE PAYOUT:(if applicable) November 1, 2025

Principal Balance	\$ 28,033,933.91
Accrued Interest	\$ 911,915.86
Penalty	\$ -
Total Other Charge **	\$ 1,601.73
TOTAL AS AT: November 1, 2025	\$ 28,947,451.50
Per Diem Rate	\$ 5,552.16

Notes:

2) Fac. 1 Loan
 3,4 & 5) Fac. 2 Loans
 6) Previous Corp MC
 7 & 8) Lease loans

Prime Rate on Payout Calculation Date: **4.70%**

** Other Charges Defined: \$ 1,601.73 Dip Facility ongoing fee

** Total Other Charge \$ 1,601.73

Court File No. CV-25-00741419-00CL

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 1001343933 ONTARIO INC. AND YARFIELD
SERVICES LIMITED**

Applicants

**AFFIDAVIT OF CLARK LONERGAN
(Sworn October 20, 2025)**

I, **CLARK LONERGAN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am a Partner of BDO Canada Limited ("**BDO**"), and as such have personal knowledge of the matters referred to herein.
2. On April 15, 2025 (the "**NOI Filing Date**"), Earth Boring Co. Limited ("**EBCL**") filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to section 50.4 of the *Bankruptcy & Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"). BDO, a Licensed Insolvency Trustee, was named proposal trustee (the "**Proposal Trustee**") in EBCL's proposal proceedings (the "**Proposal Proceedings**").
3. BDO, as proposed monitor, prepared a pre-filing report dated April 16, 2025 (the "**Proposed Monitor's Report**") to provide information to the Court for its consideration in respect of the Applicants' CCAA Application.

4. On April 17, 2025, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued an order (the “**Initial Order**”) granting EBCL, Yarbridge Holdings Inc., Trolan Investments Ltd., and Yarfield Services Limited (collectively the “**Applicants**” or the “**Companies**”) protection pursuant to the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”). Pursuant to the Initial Order BDO was appointed as CCAA Monitor (the “**Monitor**”).
5. On April 24, 2025, on the Applicants’ comeback motion, the Court granted additional relief pursuant to the order of the Honourable Madam Justice Steele (“**Justice Steele**”), approving an extension of the initial stay to July 4, 2025, and increasing the Administration Charge, DIP Lender’s Charge and D&O Charge (all defined in the Initial Order and together with the Lien Charge, the “**Charges**”) (the “**Amended and Restated Initial Order**” or “**ARIO**”). Certain matters relating to the order of priority with regard to the Charges were deferred to a later date.
6. BDO, as Monitor, prepared a first report dated April 23, 2025 (the “**First Monitor’s Report**”) to provide information to the Court for its consideration in respect of the Applicants’ comeback motion and ARIO.
7. On May 5, 2025, the Court granted additional relief pursuant to the order of Justice Steele, amending the ARIO to reflect the agreed upon priority of Charges reached among certain of the Applicant’s stakeholders (the “**Second Amended and Restated Initial Order**” or the “**SARIO**”).
8. The Monitor prepared a second report dated May 27, 2025 (the “**Second Report**”) to the Court in which it outlined its activities with respect to the Applicants and the Monitor as well as provided information with respect to the Monitor’s fees and disbursement and those of its legal counsel up to and including May 17, 2025.
9. On May 28, 2025, the Court granted additional relief pursuant to the orders of Justice Cavanagh to, among other things:
 - a. approve the sale and investment solicitation process (the “**SISP**”), approve the appointment of PricewaterhouseCoopers Corporate Finance Inc. (“**PWC**”) as sales

advisor (the “**Sales Advisor**”) to assist the Monitor and the Applicants to implement the SISP, and grant the Sales Advisor a charge (the “**Sales Advisor Charge**”) in the maximum amount of \$400,000 (the “**SISP Approval Order**”); and

- b. extend the Stay of Proceedings up to and including August 15, 2025, and amend the Administration Charge to include the CRO and the Sales Advisor and increase the amount of the Administration Charge from \$600,000 to \$700,000 (the “**Third Amended and Restated Initial Order**” or the “**TARIO**”).
10. On August 14, 2025, the Court also granted additional relief pursuant to the order of Justice Dietrich to, among other things:
- a. extend the Stay of Proceedings up to and including September 12, 2025; and
 - b. extend certain of the SISP deadlines.
11. On September 11, 2025, Justice Steele granted an order extending the Stay Period up to and including September 15, 2025.
12. On September 15, the Court granted an order (the “Approval and Reverse Vesting Order”) that, among other things:
- a. approved the share subscription agreement dated September 3, 2025 (the “Subscription Agreement”) between EBCL, Yarbridge, and Trolan (the “Vendors”), as vendors, and Barrier Ridge Capital Inc., on behalf of and in trust for a corporation to be incorporated, as purchaser (the “Purchaser”);
 - b. approved the transactions (collectively, the “Transaction”) contemplated in the Subscription Agreement and authorized the Vendors to take such additional steps and execute such additional documents as necessary or desirable for the completion of the Transaction;
 - c. added 1001343933 Ontario Inc. (“ResidualCo”) as an Applicant to these CCAA Proceedings and removed the Vendors as Applicants;
 - d. transferred and vested all of the Vendors right, title and interest in and to the Excluded Assets and Excluded Liabilities in and to ResidualCo;

- e. transferred and vested all of the Vendors right, title and interest in and to the Purchased Shares in the Purchaser;
 - f. extended the Stay Period to October 31, 2025; and
 - g. granted certain enhanced powers to the Monitor including the power to perform any functions or duties the Monitor considers necessary or desirable to facilitate or assist the winding-down of ResidualCo and to bring these CCAA Proceedings to an end.
13. On October 20, 2025, the Monitor finalized its fifth report (the “**Fifth Report**”) to provide information to the Court regarding the closing of the Transaction, the proposed distribution of the Sale Proceeds and to outline the activities with respect to the Applicants and the Monitor as well as provided information with respect to the Monitor’s fees and disbursement and those of its legal counsel since the Fifth Report.
 14. Pursuant to the Third Amended and Restated Initial Order, the Monitor has provided services in the amount of \$78,076.00 (excluding HST) and incurred a disbursement of \$0.00, in the period September 1, 2025 to September 17, 2025 (the “Period”) with respect to services provided. Attached hereto and marked as Exhibit “A” to this Affidavit is a summary of the invoice, rendered by the Monitor on a periodic basis during the Period (the “Monitor’s Account”).
 15. A true copy of the Monitor’s Account, which include a fair and accurate description of the services provided along with hours and applicable rates claimed by the Monitor, is attached as Exhibit “B” to this Affidavit.
 16. In the course of performing its duties pursuant to the TARIO, the Monitor’s staff expended a total of 131 hours during the Period. Attached as Exhibit “C” to this Affidavit is a schedule setting out a summary of the individual staff involved in the administration of the Monitor’s appointment and the hours and applicable rates claimed by the Monitor for the Period. The average hourly rate billed by the Monitor during the Period is \$596.
 17. The Monitor requests that this Court approve its Monitor’s Accounts for the Period, in the total amount of \$78,076.00 (excluding HST) for services rendered and recorded during the Period.

18. The time shown in the detailed account attached as Exhibits A-C are a fair and accurate description of the services provided and the amounts charged by the Monitor, which reflect the Monitor's time as billed at the standard billing rates.
19. Gowling WLG (Canada) LLP ("Gowling"), as independent legal counsel to the Monitor, has provided legal services to the Monitor, rendered services throughout these proceedings in a manner consistent with the instructions of the Monitor and has prepared an affidavit with respect to the services rendered in the period August 31, 2025 to September 17, 2025 (the "Counsel's Period"). The Monitor has reviewed the invoices rendered by Gowling during the Counsel's Period.
20. To the best of my knowledge, the rates charged by the Monitor and Gowling are comparable to the rates charged for the provision of similar services by other accounting and law firms in downtown Toronto.
21. I verily believe that the fees and disbursements incurred by BDO, in its respective capacity as Monitor, and Gowling are fair and reasonable in the circumstances.
22. This affidavit is sworn in support of the Applicant's Motion for, among other things, approval of the Monitor's fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN by Clark Lonergan at the City of Toronto, in the Province of Ontario, virtually before me on October 20, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.


DocuSigned by:
Heather Fisher
2F7B29C04CC6424...

Commissioner for Taking Affidavits
Heather Fisher
(LSO #75006L)

DocuSigned by:
Clark Lonergan
E3CC158198EC49A...

CLARK LONERGAN

This is Exhibit "A" referred to in the Affidavit of Clark Lonergan affirmed by Clark Lonergan at the City of Toronto, in the Province of Ontario, before me on October 20, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

2F7B29C04CC6424...

A COMMISSIONER FOR TAKING OATHS
Heather Fisher
(LSO#75006L)

EXHIBIT "A"

BDO CANADA LIMITED

FEES SUMMARY FROM SEPTEMBER 1, 2025 TO SEPTEMBER 17, 2025

Invoice	Period	Fees Incurred	Disbursements	Courtesy Discount	Subtotal	HST	Total
CINV3636874	September 1, 2024 to September 17, 2025	\$78,076.00	\$0.00	-	\$78,076.00	\$10,149.88	\$88,225.88
Total		\$78,076.00	\$0.00	-	\$78,076.00	\$10,149.88	\$88,225.88

This is Exhibit “B” referred to in the Affidavit of Clark Lonergan affirmed by Clark Lonergan at the City of Toronto, in the Province of Ontario, before me on October 20, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

A COMMISSIONER FOR TAKING OATHS

**Heather Fisher
(LSO#75006L)**



Tel: 416 865 0210
 Fax: 416 865 0904
 www.bdo.ca

BDO Canada Limited
 20 Wellington Street E, Suite 500
 Toronto ON M5E 1C5 Canada

INVOICE

Earth Boring Co. Limited
1775 North Sheridan Way
Mississauga, ON L5K 1A2

Attention: Gene Woodbridge

Date

September 24, 2025

Invoice No.

CINV3636874

Re: Earth Boring Co. Limited - CCAA

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement in the above noted matter for the period September 1, 2025 to September 17, 2025, as per the details below.

Our Fee	\$ 78,076.00
HST - 13%	10,149.88
TOTAL	\$ 88,225.88

Summary of Time Charges:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
C. Lonergan, Partner	59.6	785.00	46,786.00
H. Yin, Manager	29.4	500.00	14,700.00
S. Armes, Sr. Analyst	42.0	395.00	16,590.00
Total	<u>131.0</u>		<u>\$ 78,076.00</u>

BANK WIRE TRANSFER/EFT PAYMENTS: Payment can be made online in Canadian funds. Please ensure you email your online payment confirmations including invoice #, amount paid and payment date) to EFTPayments@bdo.ca

The banking information for BDO Canada Limited is as follows for Canadian Funds

CIBC Main Branch
 Commerce Court
 199 Bay Street
 Toronto, ON M5L 1G9
 Account Name: BDO Canada Limited

Bank: Canadian Imperial Bank of Commerce
 Bank Institution #: 010
 Transit #: 00002
 Account #: 91-26910
 Swift Reference #: CIBCCATT



Staff	Date	Comments	Hours
C. Lonergan	1-Sep-25	Multiple correspondence with BRC, BMO and Counsel re: SPA, cash flow planning; Revised purchase price structure assessment, adjustments for AR collections, insurance proceeds, and BMO leases; Updated SPA and notify stakeholders re: the same; Addressed concerns from BDC and TGF regarding the Administration Charge and cost sharing; Coordination with legal counsel to finalize transaction terms, address stakeholder concerns, and prepare for the upcoming Court hearing; Discussion with the Bank and ownership related to personal guarantees; Revision of documents re: the same, etc.	6.0
S. Armes	2-Sep-25	Correspondence with D. West re: Actual bank reconciliation for the prior week; Email to Aviva for top-up request; Correspondence with C. Russo from the Company re: Caledon invoice approval.; Correspondence with H. Yin re: receipts, draft email, project accounting follow ups, variance analysis, cash position, Aviva request, next steps, etc.	1.5
C. Lonergan	2-Sep-25	Reviewed and responded to multiple correspondence with the Company re: the Caledon project; Reviewed and coordinated feedback on the SPA language and financial implications re: BDC's and BRC's position and fee allocations; Correspondence with Counsel re: ██████████; Reviewed invoice; Coordinated with BDO team on the draft email to Aviva re: the top-up requirement for the Caledon project; Treasury function update with the Company; Discussions with Sales Agent, Bank and BRC re: next steps, etc.	4.0
H. Yin	2-Sep-25	Review of the Company's updated cash flow workbook; Review of receipts by project, disbursements, debt repayments, etc.; Correspondence with S. Armes re: receipts, draft emails re: the same; Multiple discussions with S. Armes re: project accounting follow ups, variance analysis, cumulative to date, Company's cash position, next steps, Aviva request, etc.; Review emails re: the same, etc.; Review multiple correspondence from C. Lonergan and Counsel re: ██████████; Meet with BDO team and Counsel.	5.5
S. Armes	3-Sep-25	Meeting with D. West from the Company re: A/R collections, treasury functions, etc.; Review of A/R collections for the upcoming weeks.; Completion of the variance analysis for the week ending Aug 29 and submission to H. Yin and C. Lonergan for review.; Preparation of cheque requisition for Caledon funding; Discussions with H. Yin re: the same, variance analysis, etc.	3.0
C. Lonergan	3-Sep-25	Reviewed and approved various treasury function items; Update with Company re: Caledon project and status of disbursements re: vendors and professionals, etc.; Update with Company and CRO re: Halton and Peel Trenchless projects; Reviewed the Motion Record for the September 11 Court hearing re: the Reverse Vesting Order, etc.; Review and update of the weekly variance analysis; Engaged in discussions with Counsels re: the SPA and BDC's position on cost contributions and debt structure; Update discussion with Bank re: motion record, variance analysis, BDC position and other next steps, etc.; Review of updated invoice;	4.0



Staff	Date	Comments	Hours
		Review of payroll-related disbursement summaries, including union and admin payroll registers and CRA withholdings, etc.	
H. Yin	3-Sep-25	Review of cheque requisition for Caledon funding; Discussions with S. Armes re: the same; Review of variance analysis and draft email feedback to S. Armes; Receive and review multiple emails from the Company re: liquidity, planned disbursements, etc.; Discussions with BDO team re: the same, etc.	2.5
S. Armes	4-Sep-25	Distribution of the variance analysis for the week ending August 29, 2025; Invoice finalization; Correspondence with D. West from the Company re: Caledon disbursements to be paid this week.; Multiple correspondence with H. Yin re: cash position, proposed disbursements, Caledon invoice payments, cash flow planning, etc.	3.0
C. Lonergan	4-Sep-25	Reviewed and responded to extensive correspondence re: the distribution of proceeds motion, including legal analysis [REDACTED]; [REDACTED]; Coordinated with Sales Agent and other stakeholders to maintain momentum on the BRC transaction amidst potential opposition and Bank concerns; Reviewed the weekly disbursements proposed by the Company, including urgent vendor payments and payroll allocations; Discussions with the Company and CRO to ensure timely processing and mitigating operational risks; Discussions with BDO team and Company re: Caledon invoice payments, including decisions on partial payments, top-up funding from Aviva, and professional fee scheduling, etc.; Addressed subcontractor lien claim inquiries; Provided updates on the SISP and subcontract accounting on the Halton project to Company Counsel and other stakeholders, etc.	3.8
H. Yin	4-Sep-25	Discussions with S. Armes re: cash position; Email to Company re: proposed disbursements; Discussion with S. Armes on payment for Caledon invoice 8; Review latest Company cash flow forecast file; Set up first draft of the cash flow re: the same; Discussions with S. Armes re: the same; Review Company's updated disbursements for the week.	4.0
S. Armes	5-Sep-25	Review of disbursement spending for the week; Review of Caledon Invoice 11; Meeting with Peel & Counsel re: Peel Trenchless HST withheld portion of payment; Discussions with H. Yin re: vendor payments, HST withheld, etc.	4.0
C. Lonergan	5-Sep-25	Coordinated with BDO team on the Earth Boring appraisal re: the separation of leased versus owned equipment for BMO and Company assets; Finalized and circulated the updated invoice, confirming time entries and preparing for submission of invoice; Discussion and correspondence with the Company re: vendor payment assurances for the Midhurst project; Reviewed and advised on language for supplier communications to secure payment terms and avoid prepayment requirements; Reviewed and approved weekly disbursement strategy with Company and BDO team; Review of employee amounts outstanding and priority re: the same; Discussions with the Company regarding the Caledon cost plus invoices; Correspondence with Aviva re: 5-day payment	3.0



Staff	Date	Comments	Hours
		terms and discussed contingency planning if payment is delayed; Reviewed legal correspondence re: Aviva's required revisions to the SPA and draft order; Analysis re: breach of trust claims and sale approval timing; Various treasury functions and approvals; Update with Company and BDO team re: BDO Caledon Tracker, A/P listings, and credit card freeze dates, etc.	
H. Yin	5-Sep-25	Review of invoices, revise re: the same; Send C. Lonergan appraisal report for equipment and soft copy of ESP; Call with Peel Region and BDO team re: HST withheld; Discussions with S. Armes re: the same, vendor payments, etc.	1.0
C. Lonergan	6-Sep-25	Coordinated with Company and BDO team re: the Week 6 disbursement file, including analysis and revisions; Assessment of the Caledon project; Reviewed and responded to cash flow updates and variance reporting adjustments, including reconciliation of cheques written vs cleared and budgeted receipts status; Strategic options discussions with Counsel and BDO team re: [REDACTED]; [REDACTED]; Liquidity analysis and professional fee update with the Bank, etc.	0.8
S. Armes	7-Sep-25	Updated the BDO tracker re: Caledon payments; Email to Aviva re: updated top up payment for Caledon project under Aviva EBCL Agreement; Correspondence with BDO team re: Aviva funding timeline, etc.	2.0
C. Lonergan	7-Sep-25	Submitted updated top-up payment request for Caledon project under Aviva EBCL Agreement; Confirmed payment of Invoice 8 and discussed Aviva funding timeline with BDO team; Update on liquidity and payments for the upcoming week.	1.1
S. Armes	8-Sep-25	Correspondence with H. Yin re: Updated cash flow forecast; Correspondence with D. West from the Company re: cash flow forecast for the week, liquidity, variance analysis reporting, etc.; Distribution of variance analysis for the week to C. Lonergan for review; Correspondence with C. Lonergan re: liquidity position of the Company, Caledon funds, etc.; Update to Caledon email; Correspondence with Counsel re: [REDACTED]; Update to treasury functions re: A/R collections & payroll monitoring.	4.5
C. Lonergan	8-Sep-25	Review and drafting of the Fourth Monitor's Report; Update with BDO team and Counsel re: [REDACTED]; Review of professional fee invoices and amounts incurred to date; Review of Week 6 variance analysis for the report and update the liquidation analysis and notes re: the same; Preparation of fee affidavit schedules and cash flow forecasts; Discussion with Counsel and BDO team re: [REDACTED]; [REDACTED]; Update with Company re: vendor obligations and payment terms re: the same; Follow up with Counsel re: [REDACTED]	4.1
H. Yin	8-Sep-25	Review of invoices; Drafted fee affidavit appendices for the Fourth Report of the Monitor and send to C. Lonergan; Correspondence with S. Armes re: updated cash flow forecast, etc.	2.0



Staff	Date	Comments	Hours
S. Armes	9-Sep-25	Correspondence with IT re: Court report items for upload on BDO website; Correspondence with H. Yin re: cash flow for Court report, variance analysis, tie out and review, etc.; Correspondence with the Company re: restricted cash amounts, liquidity position for the week, etc.; Preparation of cumulative cash flow for the Court report; Correspondence with D. West from the Company re: July budget; Preparation of week 7 scenarios for liquidity concerns for the Company; Correspondence with C. Lonergan re: the same.	4.5
C. Lonergan	9-Sep-25	Aviva payment update; Treasury functions re: the same; Update calls with Company, CRO and BDO team re: cash flows, vendor payments and required disbursements for the week; Review and drafting of the Fourth Report; Review of cash flow variance, treasury activities, liquidation analysis, week 7 liquidity position, etc.; Review of Counsel changes and final documents to be served; Update call with Counsel and BDO team re: [REDACTED], [REDACTED]; Discussion with Company Counsel re: the same, affidavit commissioning, etc.; Update calls with the Bank re: next steps, Aviva update, remaining items for updates re: the Proposed Transaction, etc.; Correspondence with H. Yin and S. Armes re: cash flow items, Court report, etc.	5.5
H. Yin	9-Sep-25	Draft Monitor's activities section for the Fourth Report of the Monitor; Discussions with S. Armes re: variance analysis, perform tie out and review; Reconcile to bank statement re: cash position restricted cash, etc.; Update and finalize 7-week Cash Flow ending October 31, 2025, for the Fourth Report; Multiple discussions with C. Lonergan and S. Armes re: the same.	6.2
C. Lonergan	10-Sep-25	Call with Company/CRO; Update discussions with BDO team re: liquidity position, etc.; Correspondence with H. Yin re: Halton reconciliation ahead of discussion with McNally, etc.	3.6
S. Armes	10-Sep-25	Cheque requisition preparation for payment to the Company re: Caledon invoice; Correspondence with the Company re: cash liquidity constraints; Correspondence with the Company re: payment remittance for Halton invoices, Caledon invoices, etc.; Distribution of variance analysis to the Bank, BDC and MNP; Treasury functions re: review of A/R & third-party labor amounts; Discussions with H. Yin re: cash position, disbursements, Halton treasury items, etc.	3.0
H. Yin	10-Sep-25	Revised confidential Appendix 2 and send to Counsel; Discussions with S. Armes re: Company's current week cash position, plans for disbursements, critical payments, etc.; Review of Halton project receipts, invoices, offsets, etc.; Discussions with the Company re: previous invoice write downs, offsets.; Draft email to C. Lonergan and Counsel re: [REDACTED]; Discussions with S. Armes re: multiple treasury follow ups, including Halton, etc.	6.2
C. Lonergan	11-Sep-25	Halton cash review; Update with Company re: cash receipts and disbursements; Update with Aviva re: Caledon project; Update call with Counsel re: [REDACTED]; Update call with BRC re: SISP next steps; Update calls	3.8

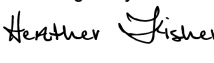


Staff	Date	Comments	Hours
		with Counsel re: [REDACTED], [REDACTED]; Update call with Bank re: the same, cash flow, etc.; Discussion with H. Yin and Counsel re: Halton reconciliation email, etc.	
S. Armes	11-Sep-25	Review of credit card activities per project for post-filing transactions; Review of treasury functions re: payroll for the week; Correspondence with the Company re: payments for the week; Correspondence with C. Russo from the Company re: Caledon invoice timing; Correspondence with C. Lonergan re: cash position and next steps.	3.5
H. Yin	11-Sep-25	Discussions with C. Lonergan and Counsel re: draft Halton reconciliation email; Revise and send to Company with follow ups.	0.5
C. Lonergan	12-Sep-25	Follow up with Company and BDO team re: collections and disbursements, update on Halton project, etc.; Follow up with Aviva on Caledon payments; Review of Lincoln aide memoire; Review of Aviva aid memoire; Correspondence with Bank, BRC and Counsels re: SISP and proposed transaction; Liquidity analysis, UCI vendor update, etc.; Correspondence with S. Armes re: cash position, next steps, etc.; Call with H. Yin & H. Fisher re: [REDACTED].	3.5
S. Armes	12-Sep-25	Review of disbursements and preparation of cash analysis for the end of the week; Multiple correspondence with D. West re: priority vendors, disbursements list, collections for the week, etc.; Correspondence with C. Lonergan re: next steps, cash position, etc.; Treasury functions review re: payroll monitoring.	3.5
H. Yin	12-Sep-25	Call with C. Lonergan and H. Fisher re: [REDACTED]; Discussions with the Company re: the same; Review detailed project line-item breakdown and update reconciliation workbook re: the same; Send to Counsel re: the same.	1.5
C. Lonergan	14-Sep-25	Coordinating [REDACTED]; Drafting and reviewing next steps; Communication to stakeholders re: the same; Working with Counsel and the Bank to finalize messaging around Aviva's opposition, the transaction approval hearing, and requirements from current ownership; Stakeholder coordination and updates between Bank, Aviva, BRC and Ownership; Update and analysis on guarantees; Liquidation options, and net worth evaluations; Assessed strategic options and backup plan in case the transaction was not approved, including operational shutdown and employee terminations, etc.; Discussion with Counsel re: [REDACTED]; Settlement terms for the Bank and Aviva to move the transaction forward; Update call with the Bank and its Counsel re: the same, etc.	4.8
S. Armes	15-Sep-25	Correspondence with the Company re: Caledon invoices follow up, cash flow items for this week, etc.; Cash flow monitoring for last week re: cash position, disbursement monitoring, treasury monitoring, etc.	3.0



Staff	Date	Comments	Hours
C. Lonergan	15-Sep-25	Review Court materials; Review Monitor's report; Prepare for and attend Court; Update treasury for wire transfer; Caledon project update and billing; Discussion with Counsel re: [REDACTED]; Update with Sales Agent re: closing, fee, etc.; Multiple correspondence with Bank and Counsels re: settlement agreement, Court and next steps; Update call with Aviva re: the same; Various updates with Company and Counsels re: cash disbursements and remaining post filing obligations; Update calls with Purchaser re: the same, etc.	4.3
S. Armes	16-Sep-25	Review of the APA for vehicle leases; Review of Caledon Invoice 12; Correspondence with Counsel re: [REDACTED]; Monitoring items re: cash position from the previous week; Review of disbursements for the week; Follow up with Aviva re: Caledon payment timing; Review of disbursements for the week. Multiple correspondence with C. Lonergan re: next steps.	5.0
C. Lonergan	16-Sep-25	Disbursement and treasury analysis; Discussions with Company and Counsel re: the same; Cash flow and AP review; Variance reporting and aged AP listings for BRC and Counsel; Caledon analysis and invoicing; Follow up with Company and BDO team re: the same; Professional fees analysis; Review of closing documents and Monitor's certificate; Follow up with Counsel re: [REDACTED]; Multiple correspondence with BDO re: next steps.	4.1
S. Armes	17-Sep-25	Preparation of cash variance reporting and budget-to-actual analysis, and distribution of variance analysis to the Bank; Correspondence with the Bank re: bank accounts; Correspondence with the Company re: payments being made prior to post closing transaction; Correspondence with the Company re: restricted cash wire; IT ticket for submitting updates to website; Discussions with BDO re: cash variance, restricted cash, next steps, etc.	2.5
C. Lonergan	17-Sep-25	Banking coordination for EBCL pre and post closing of the Transaction; Discussion with the Bank re: the same; Review and execute the Monitor's Certificate; Discussion with Counsel re: [REDACTED]; Confirmed receipt of funds and coordinated wire transfers Company re: restricted funds and Caledon reimbursement; Internal treasury function update; Review cash variance reporting and budget-to-actual analysis; Discussion with BDO team re: same; Update calls with Bank and Counsel re: closing, credit cards and distribution motion, etc.	3.2

This is Exhibit “C” referred to in the Affidavit of Clark Lonergan affirmed by Clark Lonergan at the City of Toronto, in the Province of Ontario, before me on October 20, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

2E7B29C04CC6424

A COMMISSIONER FOR TAKING OATHS
Heather Fisher
(LSO#75006L)

EXHIBIT "C"

BDO CANADA LIMITED

TIME SUMMARY FROM SEPTEMBER 1, 2025 TO SEPTEMBER 17, 2025

	Hours	Rate	Amount
Clark Lonergan, Partner	59.6	\$785.00	\$46,786.00
Heron Yin, Manager	29.4	\$500.00	\$14,700.00
Samantha Armes, Sr. Analyst	42.00	\$395.00	\$16,590.00
Total	131.0		\$78,076.00
Average Hourly Amount			\$596.00

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36 AS AMENDED**

Court File No. CV-25-00741419CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 1001343933 ONTARIO INC. AND YARFIELD
SERVICES LIMITED**

***ONTARIO*
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**AFFIDAVIT OF CLARK LONERGAN
(SWORN OCTOBER 20, 2025)**

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Clifton Prophet (LSO#34845K)

Tel: 416-862-3509
Fax: 416-862-7661
clifton.prophet@gowlingwlg.com

Heather Fisher (LSO#75006L)

Tel: 416-369-7202
Fax: 416-862-7661
heather.fisher@gowlingwlg.com

Lawyers for the Monitor

Court File No. CV-25-00741419-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 1001343933 ONTARIO INC. AND YARFIELD
SERVICES LIMITED**

Applicants

**AFFIDAVIT OF HEATHER FISHER
(sworn October 20, 2025)**

I, **HEATHER FISHER**, of the City of Toronto in the Province of Ontario, **MAKE**

OATH AND SAY:

1. I am an Associate with the law firm of Gowling WLG (Canada) LLP ("**Gowling**"), lawyers for the Monitor, BDO Canada Limited, and as such, have personal knowledge of the following matters herein deposed, except where stated to be on information and belief, and where so stated, I verily believe it to be true.
2. Attached hereto as **Exhibit "A"** are true copies of Gowling's accounts rendered to the Monitor for services billed during the period of August 31, 2025 to September 17, 2025.

3. Attached and marked as **Exhibit “B”** is a summary of the hours charged by Gowling’s professionals from the period August 31, 2025 to September 17, 2025. Gowlings incurred a total of 114.9 hours at an average hourly rate of \$1,007.76.

4. During the relevant period, Gowling WLG expended approximately 114.9 hours for total fees of \$115,792.00 (excluding HST and disbursements), based on Gowling’s standard billing rates in effect from time to time during the relevant period. The attached account reflects the time spent by Gowling WLG and Gowling WLG rates are typical for Toronto firms of Gowling WLG’s size.

SWORN by Heather Fisher at the City of Toronto, in the Province of Ontario, virtually before me on October 20, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Signed by:
Carly Rossi
C2BE2929B6E248F...

Commissioner for Taking Affidavits
(or as may be)
Carly Rossi
(LSO #91026P)

Signed by:
Heather Fisher
3F4D8C1DC17A4C8...

HEATHER FISHER

This is Exhibit "A" referred to in the Affidavit of Heather Fisher affirmed by Heather Fisher at the City of Toronto, in the Province of Ontario, before me on October 20, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:


C2BE2929B6E248F...

A COMMISSIONER FOR TAKING OATHS

**Carly Rossi
(LSO#91026P)**



October 20, 2025

Heather Fisher
 Direct +1 416 369 7202
 Direct Fax +1 416 862 7661
 heather.fisher@gowlingwlg.com

BDO Canada Limited

Re: Earth Boring Co. Limited

**TO ALL PROFESSIONAL SERVICES RENDERED HEREIN INCLUDING THE FOLLOWING
 for the period ending September 17, 2025**

FEES

Date	Narrative	Hours	TK Name
31-08-2025	Meeting re selection of successful bid (Monitor and Sales Advisor);	0.8	Prophet, Cliff
01-09-2025	E-mails and communications with counsel to BDC and C. Lonergan re mortgage assumption;	1	Prophet, Cliff
01-09-2025	Correspondence with Company, BMO and BDC re: proposed sale transaction, reviewing SPA re: same,	1.5	Fisher, Heather
02-09-2025	Further meeting with bank counsel re bid arrangements; analysis of Monteith and Sutherland settlement; instructions to H. Fisher;	1.7	Prophet, Cliff
02-09-2025	Correspondence with Torkin Manes re: coverage application decision and quantum of fees, correspondence with Company, BMO and BDC re: proposed sale transaction, revising draft Order;	2.8	Fisher, Heather
02-09-2025	Meeting with counsel to BMO; communicate with client re same; calls with counsel to debtor;	1.4	Prophet, Cliff
02-09-2025	Attending to BMO security review;	1.5	Gertner, Thomas F.
02-09-2025	Obtaining Entity Profile, PPSA Verbal and PPSA Certificate against Earth Boring Co. Limited; Yarbridge Holdings Inc.; Trolan Investments Ltd.; Yarfield Services Limited;	0.9	Emmanuel, Mark
02-09-2025	Call with client re successful bid and approval motion;	0.5	Prophet, Cliff
03-09-2025	Calls from C. Lonergan re materials in support of transaction approval;	0.9	Prophet, Cliff
03-09-2025	Correspondence with BMO re: position on proposed sale transaction and draft order, revising service list, correspondence with Company re: SPA, drafting Fourth Report of Monitor;	3.1	Fisher, Heather

Gowling WLG (Canada) LLP
 Suite 1600, 1 First Canadian Place
 100 King Street West
 Toronto ON M5X 1G5 Canada

T +1 416 862 7525
F +1 416 862 7661
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.



Date	Narrative	Hours	TK Name
03-09-2025	Attending to security reviews for BMO and BDC;	3.9	Gertner, Thomas F.
03-09-2025	Obtaining Entity Profile and PPSA against Yarbridge Holdings Inc.; Trolan Investments Ltd.;	0.8	Emmanuel, Mark
03-09-2025	Call with Monitor and Company; suggestions re further provisions of Subscription Agreement;	1.7	Prophet, Cliff
04-09-2025	Attending to security reviews;	2.6	Gertner, Thomas F.
04-09-2025	Call re Aviva inquiries and discussions;	1	Prophet, Cliff
04-09-2025	E-mails with C. Lonergan re responding to inquiries from stakeholders;	0.5	Prophet, Cliff
04-09-2025	Call with Monitor re: sale approval motion logistics and attending to same, correspondence with Aviva re: position on proposed sale transaction;	1.5	Fisher, Heather
04-09-2025	E-mails with Aviva re position on transaction;	0.8	Prophet, Cliff
04-09-2025	Instructions re preparation of Monitor's report;	0.3	Prophet, Cliff
05-09-2025	Review of release terms; dealing with other issues;	1.4	Prophet, Cliff
05-09-2025	Attending to security reviews; meeting with C. Prophet re: the same;	1.2	Gertner, Thomas F.
05-09-2025	Attendance on call with Peel re: payment of outstanding HST, correspondence with Monitor re: sale transaction approval, correspondence with Aviva re: position on proposed sale transaction;	2.2	Fisher, Heather
07-09-2025	Drafting Fourth Report of the Monitor, reviewing motion materials re: same;	4.4	Fisher, Heather
07-09-2025	Revising security review;	0.8	Gertner, Thomas F.
08-09-2025	Review of company material; communications with counsel for stakeholders (lien claimants, Aviva, company and BMO);	2.2	Prophet, Cliff
08-09-2025	Drafting Fourth Report of Monitor, correspondence with C. Prophet and Monitor re: same, reviewing liquidation analysis and security opinions, correspondence with Court re: case conference;	7.8	Fisher, Heather
08-09-2025	Revising security opinions;	0.9	Gertner, Thomas F.
08-09-2025	Assist H. Fisher with research into interaction of s.5 of CCAA and s.13 of the Construction Act;	2.2	Sabourin, Luke
08-09-2025	Prepare fee affidavit; e-mail correspondence to H. Fisher enclosing same for review;	0.9	Oladosu, Emily
08-09-2025	Communications with counsel for stakeholders (lien claimants, Aviva, company and BMO);	1	Prophet, Cliff
09-09-2025	Call with client;	0.2	Prophet, Cliff
09-09-2025	Revise affidavit; prepare monitor's affidavit; e-mail correspondence to H. Fisher enclosing same for review;	1.7	Oladosu, Emily
09-09-2025	Communications with counsel for stakeholders (lien claimants, Aviva, company and BMO); Work on Monitor's report;	3	Prophet, Cliff



Date	Narrative	Hours	TK Name
09-09-2025	Call with IUOE Local 793 re: union grievances and status of sale approval, reviewing and revising Fourth Report of Monitor, reviewing and providing comments on appendices re: same, drafting confidential sale process summary, calls with C. Prophet and C. Lonergan re: Fourth Report, commissioning fee affidavits, coordinating service re: Fourth Report of Monitor, coordinating with Court re: confidential appendices and exhibit,	9.3	Fisher, Heather
09-09-2025	Prepare for and attend Court; negotiations with stakeholders;	2.1	Prophet, Cliff
10-09-2025	Completing Monitor's Fourth report;	2	Prophet, Cliff
10-09-2025	Attending to Court logistics re: Fourth Report of Monitor, correspondence with subcontractors/lien claimants re: meetings to discuss comments on sale approval materials, correspondence with Monitor re: [REDACTED]	1.1	Fisher, Heather
11-09-2025	Review correspondence re resolutions; meet with lien claimants repeatedly;	1.8	Prophet, Cliff
11-09-2025	Calls with subcontractors/lien claimants and Company re: comments on sale approval materials, call with C. Prophet and McNally, correspondence with Monitor re: Halton project receipts;	5.2	Fisher, Heather
11-09-2025	Communications with counsel for stakeholders (lien claimants, Aviva, company and BMO);	1.3	Prophet, Cliff
12-09-2025	Multiple calls with lien claimants;	1	Prophet, Cliff
12-09-2025	Reviewing Halton lien claim information and preparing summary re: same, call with C. Prophet and McNally re: same, correspondence with stakeholders re: sale approval motion, reviewing Aviva factum;	2.7	Fisher, Heather
12-09-2025	Communications with counsel for stakeholders (lien claimants, Aviva, company and BMO);	1.3	Prophet, Cliff
13-09-2025	Review and comment on settlement agreement;	1.3	Prophet, Cliff
13-09-2025	Calls with Company and BMO re: Aviva, reviewing Aviva factum and subcontractor aide memoire re: same;	2.2	Fisher, Heather
13-09-2025	Communications with counsel for stakeholders (lien claimants, Aviva, company and BMO); review and comment on factum;	1.6	Prophet, Cliff
14-09-2025	Calls with counsel to company and with counsel to Aviva; prepare for hearing;	2.3	Prophet, Cliff
14-09-2025	Correspondence with BMO, Applicants, Monitor and Aviva re: sale transaction opposition, reviewing Aides Memoire and factums re: sale approval motion;	1.5	Fisher, Heather
15-09-2025	Prepare for hearing; negotiations with all principal stakeholders; compose court endorsement; comment on revisions to RVO; attend hearing;	6	Prophet, Cliff
15-09-2025	Preparation for and attendance at sale approval motion, attending to logistics re: closing and RVO;	5.2	Fisher, Heather
16-09-2025	Closing matters;	0.3	Prophet, Cliff
16-09-2025	Instructions for delivery of final security opinion; work on closing matter for RVO transaction and communications with stakeholders re same;	0.8	Prophet, Cliff



Date	Narrative	Hours	TK Name
16-09-2025	Attending to Sale Transaction closing logistics, correspondence with Company, BMO, Aviva and Monitor re: same;	2.5	Fisher, Heather
16-09-2025	Attending to opinion;	0.5	Gertner, Thomas F.
17-09-2025	Multiple communications re closing and re finalization of closing steps; calls with company counsel;	1.4	Prophet, Cliff
17-09-2025	Communication with Aviva re Settlement Agreement and closing;	0.3	Prophet, Cliff
17-09-2025	Issuance of monitor's certificate and instructions re delivery;	0.6	Prophet, Cliff
17-09-2025	Correspondence with C. Prophet re: distribution motion logistics, attending to file closing logistics;	1.5	Fisher, Heather

<u>Timekeeper</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Amount</u>
Clifton Prophet	42.5	\$1,390.00	\$59,075.00
Thomas Gertner	11.4	\$855.00	\$9,747.00
Heather Fisher	54.5	\$800.00	\$43,600.00
Luke Sabourin	2.2	\$665.00	\$1,463.00
Emily Oladosu – Law Clerk	2.6	\$485.00	\$1,261.00
Mark Emmanuel – Corporate Clerk	1.7	\$380.00	\$646.00
Total Fees			\$115,792.00
HST (@13%) on Fees			\$15,052.96
Total Fees and HST			<u>\$130,844.96</u>
<u>DISBURSEMENTS</u>			
Corporate Searches			\$502.80
HST			\$65.36
Corporate Searches – Non-Taxable			\$144.00
Total Disbursements and HST			<u>\$712.16</u>
TOTAL NOW DUE			<u>\$131,557.12</u>

Sincerely,

Gowling WLG (Canada) LLP

Heather Fisher
HF:eo

This is Exhibit "B" referred to in the Affidavit of Heather Fisher affirmed by Heather Fisher at the City of Toronto, in the Province of Ontario, before me on October 20, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

C2BE2929B6E248F...

A COMMISSIONER FOR TAKING OATHS
Carly Rossi
(LSO#91026P)

Summary of total professional fees by invoice for the period August 31, 2025 to September 17, 2025

Invoice	Date	Total Hours	Legal Fees	Disbursements	Taxes	Billed Amt	Average Hourly Rate
20578844	September 17, 2025	114.9	\$115,792.00	\$646.80	\$115,118.32	\$131,557.12	\$1,007.76
Total		114.9	\$115,792.00	\$646.80	\$115,118.32	\$131,557.12	\$1,007.76

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c.C-36 AS AMENDED**

Court File No. CV-25-00741419CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 1001343933 ONTARIO INC. ET AL.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**AFFIDAVIT OF HEATHER FISHER
(SWORN OCTOBER 20, 2025)**

GOWLING WLG (CANADA) LLP

Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Tel: 416-862-7525
Fax: 416-862-7661

Clifton Prophet (LSO#34845K)

Tel: 416-862-3509
Fax: 416-862-7661
clifton.prophet@gowlingwlg.com

Heather Fisher (LSO#75006L)

Tel: 416-369-7202
Fax: 416-862-7661
heather.fisher@gowlingwlg.com

Lawyers for the Monitor