Execution Version

9530-8086 QUÉBEC INC.

AS THE INVESTOR

- AND -

EARTH ALIVE CLEAN TECHNOLOGIES INC.

AS THE COMPANY

SUBSCRIPTION AGREEMENT

DATED JANUARY 17, 2025

TABLE OF CONTENTS

SUBSCRIPTION AGREEMENT

This Subscription Agreement is executed on January 17, 2025, is made among:

> **9530-8086 QUÉBEC INC.**, a corporation incorporated under the laws of the Province of Québec
>
> (hereinafter, the "**Investor**")
>
> -and-
>
> **EARTH ALIVE CLEAN TECHNOLOGIES INC.**, a corporation incorporated under the federal laws of Canada
>
> (hereinafter, the "**Company**")

RECITALS:

WHEREAS the Company is a public biotechnologies company, with a registered head office in Montréal, Québec, and whose business consists of the development, production and distribution of technological solutions that are shifting industry from the chemical to the biological era (the "**Business**").

WHEREAS on September 10, 2024, the Company entered into loan agreements for loans totalling $650,000 with two lenders, Mr. Nikolaos Sofronis (current President and CEO of the Company ("**Mr. Sofronis**") and Mr. Vladimir Cardon de Lichtbuer ("**Mr. Cardon de Lichtbuer**") (the "**Pre-Filing $650k Secured Loans**").

WHEREAS on September 27, 2024, the Company obtained an additional financing for an amount of $100,000 which was made by Mr. Sofronis. (the "**Pre-Filing $100k" Secured Loan**").

WHEREAS the Pre-Filing $650k Secured Loans and the Pre-Filing $100k Secured Loan are respectively secured by universal hypothecs on the entirety of the Company's movable (personal) property.

WHEREAS the Company filed a notice of intention to make a proposal (the "**Notice of Intention**") under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") on October 22, 2024 ("**NOI Proceedings**"), and in connection therewith, Raymond Chabot Inc. (the "**Trustee**") was appointed as trustee in connection with the Notice of Intention.

WHEREAS the Company obtained, on November 1, 2024, an order (the "**November 1 Order**") from the Superior Court of Québec (the "**Court**"), *inter alia*, (i) approving the interim financing facility pursuant to which the Interim Lenders (as defined herein) advanced interim financing to the Company in the amount of up to $1,720,000 (the "**Interim Financing Facility**") to provide the necessary liquidity to fund working capital needs and expenses throughout the NOI Proceedings and (ii) authorizing the Company to pursue, under the supervision of the Court, with the assistance of the Trustee, a formal sale and investment solicitation process (the "**Sale Process**"), in order to conclude a transaction with a view to maximizing the value of the Company's business and assets;

WHEREAS (i) Mr. Sofronis and Mr. Cardon de Lichtbuer contributed the Pre-Filing $650k Secured Loans and the Pre-Filing $100k Secured Loan, and (ii) the Interim Lenders will contribute their respective portion of the Interim Financing Facility to the Investor on or immediately prior to the Closing Date pursuant to an assignment and assumption agreement to be entered into among the Investor,

Mr. Cardon de Lichtbuer and each of the Interim Lenders (the "**Interim Financing Assignment and Assumption Agreement**"), such that, on the Closing Date, the Investor will be an existing debtholder of the Company.

WHEREAS prior to making their contribution to the Investor, the Trustee, the Company and their respective counsels were duly notified, in accordance with the Sale Process, that some of the shareholders of the Investor are directors and/or officers of the Company or persons related to them.

WHEREAS the Investor submitted a binding offer to the Company and the Trustee on December 20, 2024 in respect of the acquisition of the Company by the Investor, the whole in accordance with the Sale Process.

WHEREAS the Company has, in consultation with the Trustee, designated the bid submitted by the Investor as the Successful Bid (defined in the Sale Process), and the Parties desire to consummate the Transactions on the terms and subject to the conditions contained in this Agreement.

AND WHEREAS the Investor has agreed to subscribe for and purchase from the Company, the Subscribed Shares, and the Company has agreed to issue the Subscribed Shares to the Investor, to transfer to ResidualCo 1 the Excluded Assets and the Excluded Contracts, and to transfer to ResidualCo 2 the Excluded Liabilities, in each case on the terms and conditions set out in this Agreement and in accordance with the Closing Sequence set out herein.

NOW THEREFORE in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement.

"**Action**" means any claim, counterclaim, application, action, suit, cause of action, Order, charge, indictment, prosecution, demand, complaint, grievance, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at Law or in equity and by or before a Governmental Entity.

"**Administration Charge**" has the meaning given to it in the November 1 Order.

"**Administrative Expense Costs**" means (i) the reasonable and documented fees and costs of the Trustee and its professional advisors and the professional advisors of the Company and the ResidualCos in each case for services performed prior to and after the Closing Date, in each case, relating directly or indirectly to the NOI Proceedings, this Agreement or the Transactions contemplated by this Agreement, including without limitation, costs required to wind down and/or dissolve and/or bankrupt the ResidualCos and costs and expenses required to administer the Excluded Assets, Excluded Contracts, Excluded Liabilities and the ResidualCos; and (ii) amounts owing in respect of obligations secured by the BIA Charges that rank ahead of the Interim Financing Charge and are not paid or assumed on Closing; and (iii) costs related to a premium for a run-off policy of the Company's existing director and officer liability insurance policy.

"**Administrative Expense Reserve**" has the meaning set out in Section 2.4.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to "**control**" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "**controlled**" shall have a similar meaning.

"**Affiliated Entities**" means, collectively, all entities over which the Company exercises control or direction, including, without limitation, Earth Alive Chile SpA; Earth Alive Europe SL; and Earth Alive Tecnologias Limpias Mexico.

"**Agreement**" means this subscription agreement and all attachments, Schedules and Exhibits, in each case as the same may be supplemented, amended, restated or replaced from time to time.

"**AMF**" means the *Autorité des marchés financiers* (Québec).

"**AMF Definitive Revocation Orders**" means an order or orders of the AMF, on its own behalf and to the extent necessary, on behalf of the Ontario Securities Commission and any other applicable securities regulator in Canada: (i) definitively and fully lifting the Cease Trade Order and (ii) to the effect that the Company shall cease to be a reporting issuer in any jurisdiction in Canada.

"**AMF Partial Revocation Order**" means an order of the AMF, on its own and to the extent necessary, on behalf of any other applicable securities regulator in Canada, partially lifting the Cease Trade Order in order to allow the transactions contemplated by this Agreement to occur, effective immediately prior to the Closing.

"**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, any transnational, foreign or domestic, federal, provincial, territorial, state, local or municipal (or any subdivision of them) law (including common law and civil law), constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, by-law (zoning or otherwise), Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"**Approval and Reverse Vesting Order**" means an Order issued by the Court in the form and substance acceptable to the Investor, the Company and the Trustee, each acting reasonably:

(a) approving this Agreement and the Transactions;

(b) vesting out of the Company all Excluded Assets and Excluded Contracts in favour of ResidualCo 1, and all Excluded Liabilities in favour of ResidualCo 2, and discharging all Encumbrances to Be Discharged;

(c) terminating and cancelling all Existing Equity as well as any agreement, contract, 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 Company, if any for no consideration (other than the rights of the Investor under this Agreement);

(d) authorizing and directing the Company to file the Articles of Reorganization;

(e) authorizing and directing the Company to issue the Subscribed Shares to the Investor, free and clear of any Encumbrances;

(f) such additional and/or revised terms as may be agreed to by the Investor, the Company and the Trustee, each acting reasonably; and

(g) executory notwithstanding appeal.

"**Articles of Reorganization**" means articles of reorganization (i) to amend the conditions in respect of the Company's authorized and issued share capital immediately prior to completion of the Transactions to provide for a redemption right in favour of the Company or such other provision acceptable to the Company and the Investor, acting reasonably, that would result in holders of Existing Common Shares ceasing to hold their Existing Common Shares on the Closing Time and receiving nil consideration, and (ii) to create a new class of common shares denominated as "Class A common shares" (which shall be the New Common Shares contemplated by this Agreement), which shall be in form and substance satisfactory to the Investor, as confirmed in writing in advance of the filing thereof.

"**Assumed Liabilities**" means (i) the Retained Payables, (ii) all liabilities or Claims related to the Retained Assets arising after Closing that relate to events or circumstances that occurred after Closing, (iii) all liabilities or Claims related to the Retained Contracts arising after Closing that relate to events or circumstances that occurred after Closing, and (iv) all liabilities or Claims related to Employees.

"**Authorization**" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Entity having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

"**BIA**" has the meaning set out in the Recitals.

"**BIA Charges**" means, together, the Administration Charge, the D&O Charge and the Interim Financing Charge.

"**Books and Records**" means all books, records, files, papers, books of account and other financial data related to the Retained Assets and Assumed Liabilities in the possession, custody or control of the Company, including Tax Returns, sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

"**Business**" has the meaning set out in the Preamble.

"**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Québec, Canada.

"**Cease Trade Order**" means the failure-to-file cease trade order of the AMF dated September 4, 2024, ceasing all activities for the purpose of effecting a security transaction with respect to each security of the Company.

"**Claims**" means all debts, obligations, expenses, costs, damages, losses, Actions, Liabilities, Encumbrances (other than Permitted Encumbrances), accounts payable, indebtedness, Contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever

(whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise).

"**Closing**" means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

"**Closing Date**" means the date on which Closing occurs.

"**Closing Deliverables**" means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing in order to effect the Transactions.

"**Closing Sequence**" has the meaning set out in Section 7.2.

"**Closing Time**" means the time on the Closing Date at which Closing occurs, as evidenced by the Trustee's Certificate.

"**Company**" has the meaning set out in the Recitals.

"**Conditions Certificates**" has the meaning set out in Section 8.4.

"**Consideration**" has the meaning set out in Section 2.2.

"**Consulting Agreements**" means, collectively, (i) the *contrat de consultation (gestion des opérations)* dated February 1, 2024 between the Company and 9254-1382 Québec Inc., to which intervened Mr. Patrick Ouellet, and (ii) the *contrat de consultation (développement des affaires)* dated February 1, 2024 between the Company and Foresterie Forestech Inc., to which intervened Mr. Patrick Ouellet.

"**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Personal Property Leases, any Real Property Leases and any Contracts in respect of Employees.

"**Court**" has the meaning set out in the Recitals.

"**Credit Bid Consideration**" has the meaning set out in Section 2.3(a).

"**D&O Charge**" has the meaning given to it in the November 1 Order.

"**Discharged**" means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.

"**Employees**" means all individuals who, as of Closing Time, are employed by the Company, whether on a full-time or part-time basis, and whether union or non-union, and including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not expired and "**Employee**" means any one of them.

"**Encumbrances**" means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges,

assignments, conditional sales, warrants, adverse claims, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), restrictive covenants, easements, servitudes, rights of way, licenses, leases, encroachments, and all other encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

"**Encumbrances to Be Discharged**" means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in Schedule "B", as such Schedule may be amended, supplemented or restated in accordance with Section 1.6(c), the Administration Charge, the D&O Charge, the Interim Financing Charge, and any other charge granted by the Court in the NOI Proceedings, excluding only the Permitted Encumbrances.

"**Exchange**" means the TSX Venture Exchange, on which the Existing Common Shares are listed and posted for trading.

"**Excluded Assets**" means: (i) all rights, covenants, obligations and benefits in favour of any of the ResidualCos under this Agreement that survive Closing; and (ii) those assets listed in Schedule "C", as such Schedule may be amended, supplemented or restated in accordance with Section 1.6(c).

"**Excluded Contracts**" means all Contracts that are not Retained Contracts, including those Contracts listed in Schedule "D", which Schedule may be amended, supplemented or restated in accordance with Section 1.6(c).

"**Excluded Liabilities**" means all Claims of or against the Company as at the Closing Time, other than the Assumed Liabilities.

"**Existing Common Shares**" the issued and outstanding common shares in the capital of the Company immediately prior to the Transactions.

"**Existing Equity**" means any capital share (including the Existing Common Shares), capital stock, partnership, membership, joint venture, warrant, option or other ownership or equity interest, participation or securities (whether convertible, non-convertible, voting or nonvoting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights).

"**Governmental Entity**" 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: (i) 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 (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**Interim Financing Assignment and Assumption Agreement**" has the meaning set out in the Recitals.

"**Interim Financing Charge**" has the meaning given to it in the November 1 Order.

"**Interim Financing Documents**" means such credit agreements, security documents and other definitive documents as may be required by the Interim Lenders in connection with the Interim Financing Facility and the Interim Financing Term Sheet, including the Interim Financing Assignment and Assumption Agreement.

"**Interim Financing Facility**" has the meaning set out in the Recitals.

"**Interim Financing Term Sheet**" means the interim financing term sheet dated October 17, 2024 setting forth the terms and conditions of the Interim Financing Facility.

"**Interim Lenders**" means, collectively, Mr. Sofronis, Menezes SRL (as successor in rights to Erik Bomans pursuant to an assignment agreement dated October 30, 2024), Jean-Pierre Ferorelli, Bill Vanderfelt, TrustCapital NV, Greg Nolet, Jérôme Lecoq and PHAGEC, *société familiale civile belge*.

"**Interim Period**" means the period from the date of this Agreement until the Closing Time.

"**Interlube Purchase Agreement**" means the *convention d'achat d'actions* (share purchase agreement) dated February 1, 2024 entered into among the Company, as purchaser, the Interlube Sellers, as sellers, with the intervention of Interlube Inc., pursuant to which the Company acquired all of the issued and outstanding shares in the capital of Interlube Inc.

"**Interlube Sellers**" means, collectively, 9101-4928 Québec Inc., 9254-1382 Québec Inc., Foresterie Forestech Inc. and 9416-7392 Québec Inc.

"**Interlube Term Sheet**" has the meaning set out in Section 3.1(c).

"**Investor**" has the meaning set out in the Recitals.

"**Law**" has the meaning set out in the definition of "**Applicable Law**".

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**Mr. Cardon de Lichtbuer**" has the meaning set out in the Recitals.

"**Mr. Sofronis**" has the meaning set out in the Recitals.

"**New Common Shares**" means the new class of common shares in the capital of the Company, designed as "Class A common shares", to be created pursuant to the Articles of Reorganization to be filed pursuant to the Approval and Vesting Order and in accordance with the Closing Sequence.

"**NOI Proceedings**" has the meaning set out in the Recitals.

"**Notice of Intention**" has the meaning set out in the Recitals.

"**November 1 Order**" has the meaning set out in the Recitals.

"**Order**" means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Entity.

"**Organizational Documents**" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"**Outside Date**" means February 7, 2025, or such other date as the Company (with the consent of the Trustee) and the Investor may agree to in writing, acting reasonably.

"**Party**" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and "**Parties**" means more than one of them.

"**Permitted Encumbrances**" means the Encumbrances related to the Retained Assets listed in Schedule "E", an amended list of which may be agreed to by the Investor, the Company and Trustee prior to the granting of the Approval and Reverse Vesting Order.

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

"**Personal Property Lease**" means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to personal property to which the Company is a party or under which it has rights to use personal property.

"**Post-Filing Payables Cap**" has the meaning set out in in Section 2.2(b).

"**Post-Filing Trade Amounts**" means any accrued and unpaid amounts owing by the Company to third parties for leased or financed equipment and for goods and services provided to the Company by third parties in the ordinary course of business Related to the Business relating to the period from and including October 22, 2024, that are unpaid as of the Closing (but excluding, for the avoidance of doubt, any amounts secured by any of the BIA Charges or any Liabilities owing by the Company in respect of the Interim Financing Facility or under any of the Interim Financing Documents).

"**Pre-Filing $650k Secured Loans**" has the meaning set out in the Recitals.

"**Pre-Filing $100k Secured Loan**" has the meaning set out in the Recitals.

"**Pre-Filing Payables Cap**" has the meaning set out in Section 2.2(b).

"**Real Property Lease**" means a lease, agreement conferring a right of occupancy or other similar agreement relating to real property (immovable) to which the Company is a party or under which it has rights to use real property (immovable).

"**Related to the Business**" means primarily (i) used in; (ii) arising from; or (iii) otherwise related to, the Business or any part thereof.

"**Representative**" when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

"**ResidualCo 1**" means a corporation incorporated by the Company under the *Business Corporations Act* (Québec) in advance of Closing, to which the Excluded Assets and the Excluded Contracts will be transferred to as part of the Closing Sequence.

"**ResidualCo 2**" means a corporation incorporated by the Company under the *Business Corporations Act* (Québec) in advance of Closing, to which the Excluded Liabilities will be transferred to as part of the Closing Sequence.

"**ResidualCos**" means, together, ResidualCo 1 and ResidualCo 2, and "**ResidualCo**" means either of them, as the context requires.

"**Retained Assets**" has the meaning set out in Section 3.1(b).

"**Retained Contracts**" means Contracts in respect of which the Retained Payables are paid in accordance with this Agreement as well as those Contracts listed in Schedule "F", as such Schedule may be amended, supplemented or restated in accordance with Section 1.6(c).

"**Retained Payables**" means (i) the payables of the Company specifically listed in Schedule "A", as such Schedule may be amended, supplemented or restated in accordance with Section 1.6(c), provided that such payables shall not exceed the Pre-Filing Payables Cap, and (ii) the Post-Filing Trade Amounts, provided that such Post-Filing Trade Amounts shall not exceed the Post-Filing Payables Cap.

"**Sale Process**" has the meaning set out in the Recitals.

"**Subscribed Shares**" has the meaning set out in Section 2.1.

"**Target Closing Date**" means January 31, 2025, or such other date as the Company (with the consent of the Trustee) and the Investor may agree to in writing, acting reasonably.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Tax Returns**" means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Entity, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

"**Taxes**" or "**Tax**" means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, global minimum taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, property transfer taxes, capital taxes, net worth taxes, production taxes, sales taxes, goods and services taxes, harmonized sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment/unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add on minimum taxes, customs duties, import and export taxes, countervailing and anti-dumping duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity and any instalments in respect thereof, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person, whether disputed or not.

"**Transaction Regulatory Approvals**" has the meaning given to it in Section 5.7.

"**Transactions**" means all of the transactions contemplated by this Agreement, including, without limitation, (i) the issuance of the Subscribed Shares to the Investor; (ii) the cancellation of all Existing Equity; (iii) the assignment by the Company to ResidualCo 1 of the Excluded Assets and the Excluded Contracts, and (iv) the assignment by the Company of the Excluded Liabilities to ResidualCo 2.

"**Trustee**" means Raymond Chabot Inc., in its capacity as trustee under the NOI Proceedings, and shall include, as the context so requires, Raymond Chabot Inc., in its capacity as the trustee in bankruptcy of the ResidualCos to the extent subsequently appointed as such.

"**Trustee's Certificate**" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Trustee in accordance with Section 8.4, and thereafter filed by the Trustee with the Court.

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

(a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.

(b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.

(e) *Words of Inclusion.* Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

(f) *References to this Agreement.* The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

(h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.6 Exhibits and Schedules

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

SCHEDULES

Schedule "A"	Retained Payables
Schedule "B"	Encumbrances to Be Discharged
Schedule "C"	Excluded Assets
Schedule "D"	Excluded Contracts
Schedule "E"	Permitted Encumbrances
Schedule "F"	Retained Contracts

(b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Exhibits and Schedules and the interpretation provisions set out in this Agreement apply to the Exhibits and Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Exhibits and Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

(c) Schedules "A" to "F" may be amended, supplemented, or restated by the Investor until service of the motion seeking the Approval and Reverse Vesting Order from the Court upon notice to the Company and the Trustee.

(d) Schedules "C", "D" and "F" may be amended, supplemented or restated by the Investor following service of such motion but until two Business Days prior to the Closing Date and with the consent of the Trustee, acting reasonably.

(e) Following the Closing Date, Schedules "C", "D" and "F" may be amended with the consent of the Trustee, acting reasonably, and in accordance with the terms of the Approval and Reverse Vesting Order.

(f) Other than in respect of the potential removal of the Interlube Purchase Agreement and the Consulting Agreements as Retained Contracts from Schedule "F" if the conditions precedent to the retention of such agreement by the Company set forth in the Interlube Term Sheet are not met as of the Closing Date, any amendment to the Schedules to this Agreement contemplated by Sections 1.6(c), (d) or (e) above shall not decrease the quantum of the Consideration or otherwise modify its nature or form without the consent of the Trustee.

ARTICLE 2
SUBSCRIPTION FOR SUBSCRIBED SHARES; ASSUMPTION OF LIABILITIES

2.1 Subscription for New Common Shares

Upon and subject to the terms and conditions of this Agreement and in accordance with the Approval and Reverse Vesting Order and the Closing Sequence, at the Closing and effective as of the Closing Time, the Company shall issue to the Investor, and the Investor shall subscribe from the Company, free and clear of all Encumbrances, 1,000 New Common shares in the capital of the Company (the "**Subscribed Shares**") for an aggregate deemed subscription price equal to the Credit Bid Consideration.

2.2 Total Consideration

(a) The aggregate consideration for the Transactions (the "**Consideration**") shall be an amount equal to the aggregate of the following:

(i) the Credit Bid Consideration, which shall be paid and satisfied in accordance with Section 2.3(a);

(ii) the Administrative Expense Reserve; and

(iii) an amount equivalent to the Assumed Liabilities which the Investor shall cause the Company to retain, on the Closing Date and in accordance with the Closing Sequence.

(b) Notwithstanding anything to the contrary in this Agreement, the aggregate amount of Retained Payables that are part of the Assumed Liabilities shall under no circumstances exceed $600,000 (the "**Pre-Filing Payables Cap**") in addition to the Post-Filing Trade Amounts, which, for greater certainty, shall under no circumstances themselves exceed $200,000 (the "**Post-Filing Payables Cap**"). The Investor, the Company and the Trustee may, by mutual written agreement (email confirmation being sufficient), each acting reasonably, amend, up to the Business Day prior to the Closing Date, the quantum of the Post-Filing Payables Cap if it is determined that such Post-Filing Payables Cap would not be sufficient to pay for all of the Post-Filing Trade Amounts incurred in the ordinary course of business pre-Closing when they become due in accordance with their terms, taking into consideration the expected level of readily available cash in the Company as at the Closing Date.

2.3 Payment of the Consideration

The Consideration shall be satisfied as follows:

(a) On the Closing Date, the Investor shall release the Company from repayment of all amounts outstanding and obligations payable by the Company for amounts drawn as

at the Closing Date under the Pre-Filing $650k Secured Loans, the Pre-Filing $100k Secured Loan and the Interim Financing Facility and any other Interim Financing Documents, including accrued interest as at the Closing Date, as such amounts will be confirmed and certified in writing by an officer of the Company on the Closing Date (the "**Credit Bid Consideration**").

(b) On the Closing Date, the Company (and/or the Investor, as applicable) shall pay the Administrative Expense Reserve in accordance with Section 2.4 below.

(c) On the Closing Date, in respect of the Assumed Liabilities, the Company shall (and the Investor shall cause the Company to) retain the Assumed Liabilities and, effective as of the Closing Date and following Closing, the Company shall (and the Investor shall cause the Company to) (i) pay, within five (5) Business Days of Closing, the Retained Payables that are due as at the Closing Date, and (ii) discharge the other Assumed Liabilities (including, for greater certainty, the Retained Payables that are not yes due as at the Closing Date) when they become due, in accordance with their respective terms.

2.4 Administrative Expense Reserve

On the Closing Date, the Company shall wire an amount equivalent to $100,000 (the "**Administrative Expense Reserve**") to the Trustee (and if the cash on hand of the Company is insufficient on the Closing Date to wire such amount, the Purchaser shall wire an amount equivalent to any shortfall to the Trustee), which the Trustee shall hold in trust for the benefit of Persons entitled to be paid the Administrative Expense Costs. On the Closing Date, the Trustee shall (and is hereby) directed on behalf of the Company to pay the Persons entitled to be paid the Administrative Expense Costs their respective Administrative Expense Costs or, if the aggregate Administrative Expense Costs exceed the Administrative Expense Reserve, their respective pro rata portion of the Administrative Expense Reserve. Any unused portion of the Administrative Expense Reserve after payment or reservation for all Administrative Expense Costs, as applicable and as determined by the Trustee, shall be transferred to the Company.

2.5 Return of Undrawn Portion of Interim Financing Facility

On the Closing Date, the Trustee shall, and the Trustee is hereby directed by the Investor to, wire, by electronic transfer of immediately available funds, to the attention of the Investor or at its direction, to an account to be specified at least two (2) Business Days prior to the Closing, the undrawn portion of the Interim Financing Facility as at the Closing Date (which such undrawn portion the Trustee acknowledge holding in trust in accordance with the Interim Financing Term Sheet as at the date hereof).

ARTICLE 3
TRANSFER OF EXCLUDED ASSETS, EXCLUDED CONTRACTS AND EXCLUDED LIABILITIES

3.1 Transfer of Excluded Assets and Excluded Contracts to ResidualCo 1

(a) On the Closing Date, in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Assets and the Excluded Contracts shall be transferred to and assumed by ResidualCo 1, in consideration for the issuance by ResidualCo 1 of a non-interest bearing promissory note in favour of the Company in the principal amount of $1.00 (the "**Excluded Asset Promissory Note**"), and the same shall be vested in ResidualCo 1 pursuant to the Approval and Reverse Vesting Order.

(b) On the Closing Date, the Company shall retain, free and clear of any and all Encumbrances, other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including all the equity held, directly or indirectly, in the Affiliated Entities, Retained Contracts, the Authorizations and Books and Records (the "**Retained Assets**"). However, the Retained Assets shall not include any assets sold in the ordinary course of business during the Interim Period pursuant to the terms of this Agreement, nor shall it include the Excluded Assets and the Excluded Contracts which the Company shall transfer to ResidualCo 1 in accordance with Section 3.2.

(c) Notwithstanding the provisions of Section 3.1(b) above, the Parties acknowledge and agree that the retention of the Interlube Purchase Agreement, as well as the Consulting Agreements, as part of the Retained Contracts is subject to the terms and conditions of that certain binding term sheet dated December 19, 2024 among Mr. Patrick Ouellet, the Interlube Sellers and Mr. Nikolaos Sofronis (the "**Interlube Term Sheet**"), including certain conditions precedent to the retention of such agreements provided under the Interlube Term Sheet, including the negotiation, finalization and execution of a unanimous shareholders' agreement in respect of the Investor in a form acceptable to the Investor and the Interlube Sellers on the Closing Date, concurrently to the completion of the transactions contemplated by this Agreement. To the extent such conditions precedent are not fulfilled by or prior to the Closing Date, as reasonably determined by the Investor, the Investor reserves its right to amend Schedule "F" in accordance with Section 1.6 to remove such agreements from the definition of "Retained Contracts" at the Closing.

3.2 Transfer of Excluded Liabilities to ResidualCo 2

On the Closing Date, in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to and assumed by ResidualCo 2 in consideration for the issuance by the Company of a non-interest bearing promissory note in favour of ResidualCo 2 in the principal amount of $1.00 (the "**Excluded Liabilities Promissory Note**"), and the same shall be vested in ResidualCo 2 pursuant to the Approval and Reverse Vesting Order.

3.3 Transaction Taxes

For greater certainty, the Company shall be solely liable for all Tax Liabilities and Transactions Taxes, if any, arising in connection with or as a result of the transfer of the Excluded Assets, Excluded Liabilities and Excluded Contracts to the applicable ResidualCo.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties as to the Company

Subject to the issuance of the Approval and Reverse Vesting Order and the AMF Partial Revocation Order, the Company represents and warrants to the Investor on the date hereof and at Closing as follows and acknowledges and agrees that the Investor is relying upon such representations and warranties in connection with the Transactions:

(a) Incorporation and Status. The Company is a corporation duly incorporated, validly existing and in good standing under the federal laws of Canada and has all necessary corporate power, authority and capacity to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation of the Transactions has been authorized by all necessary corporate action on the part of the Company.

(c) No Conflict. Subject to receipt of applicable Transaction Regulatory Approvals, the execution, delivery and performance by the Company of this Agreement does not or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Law.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

4.2 Representations and Warranties as to the Investor

The Investor represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the Transactions:

(a) Incorporation and Status. The Investor is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Québec and has all necessary corporate power, authority and capacity to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Investor of this Agreement and the consummation of the Transactions has been authorized by all necessary corporate action on the part of the Investor.

(c) No Conflict. The execution, delivery and performance by the Investor of this Agreement and the completion of the Transactions does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Investor, or Applicable Law.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Investor and constitutes a legal, valid and binding obligation of such Investor, enforceable against it in accordance with its terms except in each case as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity and subject only to the Approval and Reverse Vesting Order.

(e) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement which would result in Liability for the Company.

(f) Proceedings. As of the date hereof, there are no Actions pending, or to the knowledge of the Investor, threatened against such Investor before any Governmental Entity, which would: (i) prohibit or seek to enjoin, restrict or prohibit the Transactions or

(ii) which would reasonably be expected to materially delay such Investor from fulfilling any of its obligations set forth in this Agreement.

(g) Consents. Except for: (i) the issuance of the Approval and Reverse Vesting Order; (ii) the AMF Partial Revocation Order; and (ii) the Transaction Regulatory Approvals, no Authorization, consent or approval of, or filing with or notice to, any Governmental Entity, court or other Person is required in connection with the Investor's execution, delivery or performance of this Agreement and each of the agreements to be executed and delivered by the Investor hereunder, including the subscription of the Subscribed Shares hereunder.

4.3 As is, Where is

The Investor acknowledges and agrees that they have conducted to their satisfaction an independent investigation and verification of the Company, the Business, the Subscribed Shares, the Retained Assets, the Retained Contracts and the Assumed Liabilities, and, based solely thereon and the advice of their financial, legal and other advisors, have determined to proceed with the Transactions. The Investor has relied solely on the results of their own independent investigation and verification and, except for the representations and warranties of the Company expressly set forth in Section 4.1, the Investor understands, acknowledges and agrees that all other representations, warranties, guarantees, 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 Company or the Business) are specifically disclaimed by the Company and its financial and legal advisors and the Trustee and its legal counsel. THE INVESTOR SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 4.1: (A) THE INVESTOR IS ACQUIRING THE SUBSCRIBED SHARES ON AN "AS IS, WHERE IS" BASIS; AND (B) NONE OF THE COMPANY, THE TRUSTEE OR ANY OTHER PERSON (INCLUDING ANY REPRESENTATIVE OF THE COMPANY OR THE TRUSTEE WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND THE INVESTOR IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE COMPANY, THE BUSINESS, THE SUBSCRIBES SHARES, THE ASSUMED LIABILITIES, THE RETAINED ASSETS, THE RETAINED CONTRACTS, THIS AGREEMENT OR THE TRANSACTIONS, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) THE INVESTOR OR ANY OF ITS 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, GUARANTEES, STATEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, PURSUANT TO ANY APPLICABLE LAWS IN ANY JURISDICTION, WHICH THE INVESTOR CONFIRMS DO NOT APPLY TO THIS AGREEMENT, AND ARE HEREBY WAIVED IN THEIR ENTIRETY BY THE INVESTOR.

ARTICLE 5
COVENANTS

5.1 Target Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

5.2 Motion for Approval and Reverse Vesting Order

As soon as practicable after the date hereof, the Company shall serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order. The Company shall diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Investor shall cooperate with the Company in its efforts to obtain the issuance and entry of such Order. The Company's motion materials for the Approval and Reverse Vesting Order shall be in form and substance satisfactory to counsel to the Investor, acting reasonably. The Company will provide counsel to the Investor a reasonable opportunity to review a draft of the motion materials to be served and filed with the Court, it being acknowledged that such motion materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve such materials on the service list prepared by the Company and reviewed by the Trustee, and on such other interested parties, and in such manner, as counsel to the Investor may reasonably require. The Company will promptly inform counsel for the Investor of any and all threatened or actual objections to the motion for the issuance of the Approval and Reverse Vesting Order, of which it becomes aware, and will promptly provide to the Investor a copy of all written objections received.

5.3 Interim Period

During the Interim Period, except: (i) as contemplated or permitted by this Agreement (ii) as necessary in connection with the NOI Proceedings; (iii) as otherwise provided in the November 1 Order and any other Court Orders, prior to the Closing Time; or (iv) as consented to by the Investor, acting reasonably:

(a) the Company shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as its material Authorizations and material Contracts;

(b) the Company shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business;

(c) the Company shall use commercially reasonable efforts to keep in full force and effect all of its existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practices of the Company in the ordinary course of business;

(d) Post-Filing Trade Amounts shall continue to be paid in the ordinary course of business; and

(e) the Company shall not enter into any non-arms' length transactions involving the Company or its assets or the Business without the prior approval of the Investor.

5.4 Company Support Obligations

During the Interim Period: (i) the Company and the Investor will cooperate with one another with respect to all material steps required in connection with the Transactions; (ii) the Company and the Investor will take all action as may be necessary so that the Transactions will be effected in accordance with Applicable Law; (iii) the Company and the Investor will execute any and all documents and perform (or cause their respective agents and advisors to perform) any and all commercially reasonable acts required in connection with this Agreement; and (iv) the Company and the Investor will use commercially reasonable efforts to timely prepare and file all documentation and pursue all

steps reasonably necessary to obtain all required Transaction Regulatory Approvals (if any), and material third-party consents and approvals as may be required in connection with the Transactions.

5.5 Access During Interim Period

During the Interim Period, the Company shall give, or cause to be given, to the Investor, and its Representatives, reasonable access during normal business hours to the Retained Assets and Assumed Liabilities, including the Company's Books and Records, personnel, properties, Authorizations, and Contracts, to conduct such investigations of the financial and legal condition of the Business and the Retained Assets as the Investor may deem reasonably necessary or desirable to further familiarize themselves with the Business and the Retained Assets, provided that the Investor shall not be entitled to any confidential, privileged or otherwise sensitive information, as determined by the Company and the Trustee, each acting reasonably.

5.6 Employees

Following the Closing Date, except in respect of change of control payments for senior management, which amounts shall be waived or are Excluded Liabilities, the Investor agrees that the Company will continue to employ the Employees on the same terms and conditions as they currently enjoy.

5.7 Encumbrances to Be Discharged

As soon as possible following Closing, and in accordance with Applicable Laws, the Company shall (and the Investor shall cause the Company to) register a discharge of the Encumbrances to Be Discharged on the Retained Assets pursuant to the Approval and Reverse Vesting Order with the applicable personal property security registry(ies).

5.8 Regulatory Approvals and Consents

The Company and the Investor shall, from and after the date hereof, work together to determine whether any Authorizations required from any Governmental Entity or under any Applicable Law relating to the business and operations of the Company and its Affiliates would be required to be obtained in order to permit the Company and the Investor to complete the Transactions, if any (the "**Transaction Regulatory Approvals**"). In the event any such determination is made, the Company and the Investor shall use commercially reasonable efforts to apply for and obtain any such Transaction Regulatory Approvals as soon as reasonably practicable, at the sole cost and expense of the Company.

5.9 Delisting and Securities Laws Arrangements

Subject to Applicable Law, the Investor and the Company shall use commercially reasonable efforts to cause the Existing Common Shares of the Company to be delisted from the Exchange and for the Company to cease to be a reporting issuer under applicable securities Laws in Canada, in each case as of the Closing Date or as promptly as practicable following the Closing Date. Without limiting the generality of the foregoing, (i) as soon as practicable following the execution of this Agreement, the Company shall diligently use commercially reasonable efforts to obtain the AMF Partial Revocation Order, and (ii) the Company shall diligently use commercially reasonable efforts to obtain the AMF Definitive Revocation Order as soon as practicable following the Closing Date.

ARTICLE 6
INSOLVENCY PROVISIONS

6.1 Court Orders and Related Matters

(a) From and after the date of this Agreement and until the Closing Date, the Company shall deliver to applicable legal counsel for the Investor drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports, and other papers to be filed or submitted by the Company in connection with or related to this Agreement, for the Investor's prior review at least two (2) Business Days in advance of service and filing of such materials (or where circumstances make it impracticable to allow for two (2) Business Days' review, with as much opportunity for review and comment as is practically possible in the circumstances). The Company acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers in respect of Approval and Reverse Vesting Order shall be in form and substance satisfactory to the Investor, acting reasonably, and (ii) to consult and cooperate with the Investor 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 motion seeking the issuance of the Approval and Reverse Vesting Order shall be served by the Company on all Persons required to receive notice under Applicable Law and the requirements of the BIA and the Court, and any other Person determined necessary by the Company or the Investor, acting reasonably.

(c) If the Approval and Reverse Vesting Order is appealed or a motion for leave to appeal, rehearing, reargument or reconsideration is filed with respect thereto, the Company agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion.

ARTICLE 7
CLOSING ARRANGEMENTS

7.1 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.

7.2 Closing Sequence

On the Closing Date, subject to the terms of the Approval and Reverse Vesting Order, Closing shall take place in the following sequence (the "**Closing Sequence**"):

(a) First, the Company (and/or the Investor) shall make the payment set forth under Section 2.4 by wire to the Trustee, such amount to be held in trust by the Trustee on behalf of the Company;

(b) Second, (i) the Company shall donate the issued and outstanding share(s) in the ResidualCos registered in its name in favour of the applicable ResidualCo, for cancellation without consideration, and (ii) the officers and directors of each ResidualCo then serving shall resign (and shall be deemed to have resigned);

(c) Third, (i) the Company shall be deemed to transfer to ResidualCo 1 the Excluded Assets and the Excluded Contracts, pursuant to the Approval and Reverse Vesting Order, and ResidualCo 1 shall issue the Excluded Asset Promissory Note to the Company in consideration of such transfer, and (ii) the Company shall be deemed to transfer to ResidualCo 2 the Excluded Liabilities, pursuant to the Approval and Reverse Vesting Order, and the Company shall issue the Excluded Liabilities Promissory Note to ResidualCo 2 in consideration of such transfer;

(d) Fourth, all Existing Equity as well as any agreement, Contract, 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 Company shall be deemed terminated and cancelled for no consideration;

(e) Fifth, the Articles of Reorganization shall be filed;

(f) Sixth, concurrently with the previous step, the Company shall issue the Subscribed Shares to the Investor;

(g) Seventh, the Trustee shall be directed to pay on behalf of the Company, from the Administrative Expense Reserve, to the Persons entitled to be paid the Administrative Expense Costs their respective Administrative Expense Costs or, if the aggregate Administrative Expense Costs exceed the Administrative Expense Reserve, their respective pro-rata portion of the Administrative Expense Reserve, solely to the extent that such expenses are subject to BIA Charges that rank ahead of the Interim Financing Charge; and

(h) Eighth, if desired by the Investor, at its sole discretion, the Company shall be continued out of the jurisdiction of the *Canada Business Corporations Act* and into the jurisdiction of the *Business Corporations Act* (Québec) and immediately following such continuance, the Company and the Investor shall amalgamate to continue as one corporation which shall be known as "Earth Alive Clean Technologies Inc." pursuant to the applicable provisions of the *Business Corporations Act* (Québec).

The Investor and the Company, in consultation with the Trustee, may change the order of the Closing Sequence or amend the Closing Sequence provided that such amendment to the Closing Sequence does not materially negatively alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

7.3 The Investor's Closing Deliverables

At or before the Closing (as applicable), the Investor shall deliver or cause to be delivered to the Company (or to the Trustee, if so indicated below), the following:

(a) on the Closing Date but prior to the Closing Time, satisfaction of the Consideration in accordance with Section 2.3;

(b) a certificate confirming the satisfaction of the conditions contained in Section 8.3(b) (*No Breach of Representations and Warranties*) and Section 8.3(c) (*No Breach of Covenants*), signed for and on behalf of the Investor without personal liability by senior officer or director of the Investor acceptable to the Company, in form and substance reasonably satisfactory to the Company;

(c) a certified copy of the resolutions of the board of directors of the Investor authorizing the execution, delivery and performance of this Agreement and the Transactions, and certifying that such resolutions are in full force and effect and have not been superseded, amended or modified as of the Closing Date; and

(d) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7.4 The Company's Closing Deliverables

At or before the Closing (as applicable), the Company shall deliver or cause to be delivered to the Investor, the following:

(a) a certificate confirming the satisfaction of the conditions contained in Section 8.2(b) (*No Breach of Representations and Warranties*) and Section 8.2(c) (*No Breach of Covenants*), signed for and on behalf of the Company without personal liability by senior officer or director of the Company acceptable to the Investor, in form and substance reasonably satisfactory to the Investor;

(b) evidence satisfactory to the Investor, acting reasonably, of the filing of the Articles of Reorganization;

(c) share certificates representing the Subscribed Shares (or other acceptable evidence of ownership of the Subscribed Shares);

(d) a duly executed assignment agreement between the Company and ResidualCo 1 evidencing the transfer of the Excluded Assets and the Excluded Contracts to ResidualCo 1 in consideration of the Excluded Asset Promissory Note;

(e) the Excluded Asset Promissory Note;

(f) a duly executed assignment and assumption agreement between the Company and ResidualCo 2 evidencing the transfer to, and assumption by, ResidualCo 2 of the Excluded Liabilities in consideration of the Excluded Liabilities Promissory Note;

(g) the Excluded Liabilities Promissory Note;

(h) original minute books, ledgers and registers, corporate seal, if any, and other corporate books and records of the Company, as well as all Books and Records related to the Business, the Company, the Retained Assets, the Retained Contracts and the Assumed Liabilities;

(i) all keys, passwords, bank account authorizations, access codes and other materials related to the Business, the Retained Companies, the Retained Assets, the Retained Contracts and the Assumed Liabilities;

(j) if requested by the Investor at least two (2) Business Days prior to the Closing, resignations duly executed by each director or officer of the Company; and

(k) such other agreements, documents and instruments as may be reasonably required by the Investor to complete the Transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 8
CONDITIONS OF CLOSING

8.1 Mutual Conditions

The respective obligations of the Investor and the Company to consummate the Transactions are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the conditions listed below:

(a) No Violation of Orders or Law. During the Interim Period, no Governmental Entity shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions.

(b) Court Approval. The following conditions shall have been met: (i) the Approval and Reverse Vesting Order shall have been issued by the Court; and (ii) the November 1 Order and the Approval and Reverse Vesting Order shall not have been vacated, set aside or stayed.

(c) AMF Partial Revocation Order. The AMF Partial Revocation Order shall have been obtained from the AMF.

(d) Transaction Regulatory Approvals. Each of the Transaction Regulatory Approvals shall have been obtained and shall be in force and effect and shall have not been rescinded or modified.

(e) Trustee's Certificate. The Trustee shall have delivered the Trustee's Certificate.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Company and the Investor. Any condition in this Section 8.1 may be waived by the Company and by the Investor, 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 Company or the Investor, as applicable, only if made in writing. Notwithstanding anything to the contrary contained herein, the Company and the Investor shall, subject to Section 5.7, take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed in this Section 8.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

8.2 The Investor's Conditions

The Investor shall not be obligated to complete the Transactions, unless each of the conditions listed below in this Section 8.2 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Investor, and may be waived by the Investor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Investor only if made in writing, provided that if the Investor does not waive a condition(s) and complete the Closing, such condition(s) shall be deemed to have been waived by the Investor. The Company shall take all such commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed below in this Section 8.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

(a) The Company's Deliverables. The Company shall have executed and delivered or caused to have been executed and delivered to the Investor at the Closing all the documents contemplated in Section 7.4.

(b) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all respects (subject to *de minimis* deficiencies): (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Company shall have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification shall not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.

The Investor acknowledges and agrees that (i) its obligations to consummate the Transactions are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the Transactions as a result of the failure to obtain financing shall constitute a breach of this Agreement by the Investor which will give rise, *inter alia*, to the Company's recourses for breach.

8.3 The Company's Conditions

The Company shall not be obligated to complete the Transactions unless each of the conditions listed below in this Section 8.3 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing, provided that if the Company does not waive a condition(s) and completes the Closing, such condition(s) shall be deemed to have been waived by the Company. The Investor shall take all such actions, steps and proceedings as are reasonably within the Investor's control as may be necessary to ensure that the conditions listed below in this Section 8.3 are fulfilled at or before the commencement of the first step in the Closing Sequence.

(a) Investor's Deliverables. The Investor shall have executed and delivered or caused to have been executed and delivered to the Company (with a copy to the Trustee) at the Closing all applicable documents and payments required of such Investor contemplated in Section 7.3.

(b) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Investor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

8.4 Trustee's Certificate

When the conditions to Closing set out in Section 8.1, 8.2 and 8.3 have been satisfied and/or waived by the Company or the Investor, as applicable, the Company, the Investor or their respective counsel will each deliver to the Trustee confirmation in writing that such conditions of Closing, as applicable, have been satisfied and/or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Administrative Expense Reserve, the Trustee shall: (i) issue forthwith its Trustee's Certificate concurrently to the Company and counsel to the Investor, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Trustee's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and counsel to the Investor). In the case of: (i) and (ii) above, the Trustee will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Trustee will have no liability to the Company or the Investor as a result of filing the Trustee's Certificate.

ARTICLE 9
TERMINATION

9.1 Grounds for Termination

(a) Subject to Section 9.1(b), this Agreement may be terminated on or prior to the Closing Date:

(i) by the mutual agreement of the Company and the Investor;

(ii) by either the Company or the Investor, upon the termination, dismissal or conversion of the NOI Proceedings, provided that neither Party may terminate this Agreement pursuant to this Section 9.1(a)(ii) if the termination, dismissal or conversion of the NOI Proceedings was caused by a breach of this Agreement by such Party;

(iii) by either the Company or the Investor, if a Governmental Entity issues a final, non-appealable Order permanently restraining, enjoining or otherwise prohibiting consummation of the Transactions where such Order was not requested, encouraged or supported by the terminating Party;

(iv) by either the Company or the Investor, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;

(v) by the Company, if there has been a material violation or breach by the Investor of any agreement, covenant, representation or warranty of the Investor in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 8.3, as applicable, by the Outside Date and such violation or breach has not been waived by the Company or cured by the Investor, or some or all of the non-breaching Investor have not assumed such Investor's obligations to acquire New Common Shares under this Agreement within fifteen (15) Business Days of the Company providing notice to the

Investor of such breach, unless the Company is itself in material breach of its own obligations under this Agreement at such time;

(vi) by the Investor, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any conditions set forth in Section 8.2, as applicable, by the Outside Date and such violation or breach has not been waived by the Investor or cured by the Company within ten (10) Business Days of the Investor providing written notice to the Company of such breach, unless the Investor is itself in material breach of their own obligations under this Agreement at such time; or

(vii) by the Investor if the Approval and Reverse Vesting Order has been dismissed (or if such Order is stayed, vacated or varied without the consent of the Investor).

(b) Prior to the Company agreeing or electing to any termination pursuant to Section 9.1(a), the Company shall first obtain the prior written consent of the Trustee.

(c) The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(a)(i)) 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

If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations to any other Party hereunder, except as contemplated in Sections 10.4 (*Expenses*), 10.5 (*Public Announcements*), 10.6 (*Notices*), 10.10 (*Waiver and Amendment*), 10.13 (*Governing Law*), 10.14 (*Dispute Resolution*), 10.15 (*Attornment*), 10.16 (*Successors and Assigns*), 10.17 (*Assignment*), 10.18 (*No Liability; Trustee Holding or Disposing Funds*), and 10.19 (*Third Party Beneficiaries*), which shall survive such termination.

ARTICLE 10
GENERAL

10.1 Transaction Structure

The Investor, with the prior consent of the Company and the Trustee, acting reasonably, may amend the structure of the Transactions, including with respect to optimizing tax structures, provided that such amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

10.2 Tax Returns

The Investor shall: (a) prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all Tax periods ending on or prior to the Closing Date and for which Tax Returns have not been filed as of such date; and (b) cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.

10.3 Survival

All representations, warranties, covenants and agreements of the Company or the Investor made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

10.4 Expenses

Except as otherwise set forth herein or agreed in writing upon amongst the Parties, each Party shall be responsible for its own costs and expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers).

10.5 Public Announcements

(a) All public announcements made in respect of the Transactions shall be made solely by the Company, provided that such public announcements shall be in form and substance acceptable to the Investor, acting reasonably. Notwithstanding the foregoing, nothing herein shall prevent a Party from making public disclosure in respect of the Transactions to the extent required by Applicable Law, provided that if any disclosure is to reference a Party hereto, such Party will be provided notice of such requirement so that such Party may seek a protective order or other appropriate remedy.

(b) Subject to the above, the Investor will agree to the existence and factual details of this Agreement and the Transactions generally being set out in any public disclosure made by the Company, including, without limitation, press releases and court materials, and to the filing of this Agreement with the Court in connection with the NOI Proceedings, provided that this Agreement and its Schedules shall be filed under seal.

(c) Except as required by Applicable Law, the Company shall not without the prior written consent of the Investor (not to be unreasonably withheld, conditioned or delayed), specifically name the Investor in any press release or other public announcement or statement or commentary or make any representation in relation thereto.

10.6 Notices

(a) Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

if to the Company to:

Earth Alive Clean Technologies Inc.
1050 Côte du Beaver Hall
Montréal, Québec H2Z 1S4

Attention: Robert Blain

E-mail: rblain@lunerouge.com

with a copy to:

Davies, Ward, Phillips & Vineberg LLP
1501 Av. McGill College
Montréal, Québec H3A 3N9

Attention: Gabriel Lavery Lepage and William Rodier-Dumais
E-mail: glepage@dwpv.com and wrodierdumais@dwpv.com

If to the Trustee to:

Raymond Chabot Inc.
600 De La Gauchetiere West, Suite 2000
Montréal, Québec H3B 4L2

Attention: Ayman Chaaban and Saki Tzanidis
E-mail: chaaban.ayman@rcgt.com and tzanidis.saki@rcgt.com

If to the Investor:

9530-8086 Québec Inc.
1155 René-Lévesque West, 41st Floor
Montréal, Québec H3B 3V2

Attention: Nikolaos Sofronis
E-mail: Irini_n@hotmail.com

With a copy to:

Stikeman Elliott LLP
1155 René-Lévesque West, 41st Floor
Montréal, Québec H3B 3V2

Attention: Claire Zikovsky and Eveline Poirier
E-mail: czikovsky@stikeman.com and epoirier@stikeman.com

(b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Eastern time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

(c) Any Party may from time to time change its address under this Section 10.6 by notice to the other Parties given in the manner provided by this Section 10.6.

10.7 Time of Essence

Time shall be of the essence of this Agreement in all respects.

10.8 Further Assurances

The Company and the Investor shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

10.9 Entire Agreement

This Agreement and the deliverables delivered by the Parties in connection with the Transactions constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

10.10 Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless: (a) executed in writing by the Company and each of the Investor (including by way of email); and (b) the Trustee shall have provided its prior consent. 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.

10.11 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.12 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

10.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

10.14 Dispute Resolution

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of article 8 hereof, such dispute shall be determined by the Court within the NOI Proceedings, or by such other Person or in such other manner as the Court may direct. The Parties irrevocably submit and attorn to the exclusive jurisdiction of the Court.

10.15 Attornment

Each Party agrees: (a) that any Action relating to this Agreement shall be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Action in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 10.15. Each Party agrees that service of process on such Party as provided in this Section 10.15 shall be deemed effective service of process on such Party.

10.16 Successors and Assigns

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

10.17 Assignment

The Company may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. Prior to Closing, the Investor may assign, upon written notice to the Company, all or any portion of its rights and obligations under this Agreement (including its right to subscribe for the Subscribed Shares hereunder) to an Affiliate provided that such Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any purported assignment or delegation in violation of this Section 10.17 is null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

10.18 No Liability of the Trustee

Any obligation of or direction to the Trustee to disburse or hold funds or take any action shall be subject to the Approval and Reverse Vesting Order or other order of the Court in all respects. The Investor and the Company acknowledge and agree that the Trustee, acting in its capacity as the Trustee of the Company in the NOI Proceedings, and the Trustee's Affiliates and their respective former and current directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability under or in connection with this Agreement, the Approval and Reverse Vesting Order or any other related Court orders whatsoever including, without limitation, in connection with the receipt, holding or distribution of the Administrative Expense Reserve, whether in its capacity as Trustee, in its personal capacity or otherwise. If, at any time, there shall exist, in the sole and absolute discretion of the Trustee, any dispute between the Company on the one hand, and the Investor on the other hand, with respect to the holding or disposition of any portion of the Administrative Expense Reserve, or to any other obligation of the Trustee hereunder in respect of the Administrative Expense Reserve, or if at any time the Trustee is unable to determine the proper disposition of any portion of the Administrative Expense Reserve, or its proper actions with respect to its obligations hereunder in respect of the Administrative Expense Reserve, then the Trustee may (i) make a motion to the Court for direction with respect to such dispute or uncertainty and, to the extent required by law or otherwise at the sole and absolute discretion of the Trustee, pay the Administrative Expense Reserve into the Court for holding and disposition in accordance with the instructions of the Court or (ii) hold the Administrative Expense Reserve or any portion thereof until (a) the Trustee receives a written direction signed by both the Company and the Investor directing the Trustee to disburse, as the case may be, the Administrative Expense Reserve or any portion thereof in the manner provided for in such direction, or (b) the Trustee receives an Order from the Court, which is not stayed or subject to appeal and for which the applicable appeal period has expired, instructing it to disburse, as the case may be, the Administrative Expense Reserve or any portion thereof in the manner provided for in the Order.

10.19 Third Party Beneficiaries

Except with respect to: (i) the Trustee as expressly set forth in this Agreement (including Section 10.18) or ResidualCo as it relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo as an Excluded Liability at the Closing; and (ii) ResidualCo as it relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo as an Excluded Asset at the Closing, this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.20 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

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

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

EARTH ALIVE CLEAN TECHNOLOGIES INC.

By: *(signed) "Robert Blain"*
Name: Robert Blain
Title: Director

9530-8086 QUÉBEC INC.

By: *(signed) "Nikolaos Sofronis"*
Name: Nikolaos Sofronis
Title: President

Schedule A to the Subscription Agreement voluntarily omitted.

SCHEDULE "B"
ENCUMBRANCES TO BE DISCHARGED

1. Conventional hypothec without delivery in favour of Investissements MSL Inc. over Earth Alive Clean Technologies Inc.'s Intellectual Property, wherever situate, and all renewals thereof, accretions thereto, replacements thereof and substitutions therefor, as well as everything united thereto by accession, in the amount of $3,000,000 with interest thereon at the rate of 15% per annum, pursuant to a notaried deed of hypothec dated November 29, 2017 and registered on the *Registre des droits personnels et réels mobiliers du Québec* under the registration number 17-1266475-0001.

2. Conventional hypothec without delivery in favour of Influx Answer Investments Inc. / Investissements Influx Anse Inc. over the universality of all of Earth Alive Clean Technologies Inc.'s (the "Grantor") (i) patents and patent rights, patentable inventions, discoveries and disclosures, whether or not patentable, reduced to practice or made subject of one or more pending patent applications and whether or not under design or development; (ii) trademarks, trade names, service marks, brand names, slogans, certification marks, trade dress and other indications of origin, whether registered or not and the goodwill associated therewith; (iii) copyrights, whether registered or not now or hereafter provided by law, regardless of the medium or fixation of expression and the subject matter thereof, including manuals and other technical documentation, research and testing data and related documentation, regulatory information, databases and the documentation therefor; (iv) trade secrets and other confidential or nonpublic information including confidential information related to the business (including pricing and cost information, business and marketing plans), inventions, discoveries, formulae, compositions, inventor's notes, discoveries and improvements, knowhow, manufacturing and production processes and techniques (including for scale up), research and development, drawings, schematics, specifications, plans, proposals and technical data; (v) internet protocol addresses and domain names, whether or not used or currently in service; (vi) any similar intellectual or industrial property or proprietary rights including industrial designs; (vii) registrations of, and applications to register any of the foregoing, and any renewal, extension, reissue, division, continuation, continuation in part, patent of addition, reexamination, derivation, in the amount of $3,000,000 with interest thereon at the rate of 15% per annum, compounded annually, pursuant to a private agreement dated October 5, 2017 and registered on the *Registre des droits personnels et réels mobiliers du Québec* under the registration number 17-1060732-0001.

3. Conventional movable hypothec without delivery registered under the registration number 20-1306540-0001 pursuant to a private writing dated as of December 7, 2020 between Canadian Imperial Bank of Commerce, as holder, and Interlube Inc., as grantor, with respect to the universality of the movable property of the Interlube Inc. as described therein, in the amount of $1,150,000 with interest thereon at the rate of 15% per annum.

4. Notice of change of name registered on the *Registre des droits personnels et réels mobiliers du Québec* under the registration number 18-0009077-0001.

SCHEDULE “C”
EXCLUDED ASSETS

Nil.

SCHEDULE “D”
EXCLUDED CONTRACTS

Other than the Retained Contracts, all Contracts of the Company, including all agreements relating to payables which are not Retained Payables.

SCHEDULE "E"
PERMITTED ENCUMBRANCES

1. Hypothèque conventionnelle sans dépossession en faveur de Mr. Vladimir Cardon de Litchbuer en vertu d'un acte sous seing privé daté du 6 septembre 2024, portant sur l'universalité des biens meubles, des droits et des actifs immobiliers de Earth Alive Clean Technologies Inc., présents et futurs, incorporels et corporels, de quelque nature que ce soit et peu importe leur emplacement, au montant de 200 000 $, ainsi que l'intérêt sur cette somme courant à compter de la date de l'acte d'Hypothèque au taux annuel de 25 %, calculé semestriellement à terme échu, inscrite au Registre des droits personnels et réels mobiliers du Québec sous le numéro d'inscription 24-1132774-003.

2. Hypothèque conventionnelle sans dépossession en faveur de Mr. Nikolaos Sofronis en vertu d'un acte sous seing privé daté du 6 septembre 2024, portant sur l'universalité des biens meubles, des droits et des actifs immobiliers de Earth Alive Clean Technologies Inc., présents et futurs, incorporels et corporels, de quelque nature que ce soit et peu importe leur emplacement, au montant de 600 000 $, ainsi que l'intérêt sur cette somme courant à compter de la date de l'acte d'Hypothèque au taux annuel de 25 %, calculé semestriellement à terme échu, inscrite au Registre des droits personnels et réels mobiliers du Québec sous le numéro d'inscription 24-1132774-001.

SCHEDULE "F"
RETAINED CONTRACTS

1. Offer to lease dated August 12, 2022, with Anthony Gorjan & Daniel Gorjan Jr., as landlord, in respect of the premises located at 9639-9641 rue Clement, Lasalle, Quebec H8R 4B4.

2. Lease agreement (net-net-net) dated February 28, 2022 between Bell Canada, as landlord, and the Company, as tenant, in respect of the premises located at 1050, Côte du Beaver Hall, Montreal, Quebec, H2Z 1S4.

3. Subject to Section 3.1(c) of this Agreement and the Interlube Term Sheet, Share purchase agreement dated February 1, 2024 among (i) the Company, as purchaser, (ii) 9101-4928 Québec Inc., 9254-1382 Québec Inc., Foresterie Forestech Inc. et 9416-7392 Québec Inc., collectively as vendors and (iii) Interlube Inc., as intervening party.[1]

4. Subject to Section 3.1(c) of this Agreement and the Interlube Term Sheet, the *Contrat de consultation – Gestion des opérations* dated February 1, 2024 between 9254-1382 Québec Inc., as consultant, Earth Alive Clean Technologies Inc. and Patrick Ouellet.[2]

5. Subject to Section 3.1(c) of this Agreement and the Interlube Term Sheet, the *Contrat de consultation – Développement des affaires* dated February 1, 2024 between Foresterie Forestech Inc., as consultant, Earth Alive Clean Technologies Inc. and Patrick Ouellet.[2]

6. Service agreement between Irini Investment SARL and Earth Alive Clean Technologies Inc. pursuant to which Mr. Nikolaos Sofronis is engaged as President and Chief Executive Officer.

7. Service agreement between CTo Life SRL and Earth Alive Clean Technologies Inc. pursuant to which Ms. Claudia Toussaint is engaged as Chief Technology Officer.

8. All contracts of employment with the Employees of the Company.

---

1 Pursuant to the Interlube Term Sheet, it is agreed by the parties thereto that the Company's obligations under the Share Purchase Agreement to the Interlube Sellers would be assumed by the Investor as part of the transactions contemplated by this Agreement for a fixed amount of $2,600,000 on the condition that such amount would then be released by the Interlube Sellers in exchange for (x) shares of the Investor, in proportion to the aggregate amount of contributions made by all shareholders of the Investor, up to a maximum aggregate holding by the Interlube Sellers of 45% of the shares of the Investor (the "**Interlube Sellers Share Issuance**") and (y) for any excess amount not subject to the Interlube Sellers Share Issuance (if applicable), a non-interest bearing promissory bill repayable on December 31, 2025.

2 Pursuant to the Interlube Term Sheet, it is agreed by the parties thereto that the Company's obligations under the Consulting Agreements would be assumed by the Investor as part of the transactions contemplated by this Agreement, and would be amended to provide, among other things, for a joint and exceptional bonus equivalent to a total of 10% of net proceeds in the event of the sale of the Investor's business if net proceeds exceed $20,000,000, which bonus, however, will be a minimum of $2,600,000 up to a maximum bonus of $5,000,000 (the allocation of the Bonus to be determined by Patrick Ouellet and his partners), payable subject to certain condition.