

2026 01G 0099
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the *Bankruptcy and Insolvency Act*, RSC 1985 c.B-3, as amended

AND IN THE MATTER OF the receivership of 15132738 Canada Inc.

BETWEEN:	BTG CAPITAL INC.	APPLICANT
AND:	15132738 CANADA INC.	RESPONDENT

THIRD REPORT TO THE COURT
SUBMITTED BY JANES & NOSEWORTHY LTD.
IN ITS CAPACITY AS INTERIM RECEIVER

March 9, 2026

Janes & Noseworthy Ltd.
Interim Receiver
Suite 201, 516 Topsail Road
St. John's, NL, A1E 2C5

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APPENDICES

Appendix A – Copy of the Stalking Horse Asset Purchase Agreement

Appendix B – Copy of the Proposed Sale and Investment Solicitation Process Procedures

I. Introduction:

1. This is the Third Report (the “**Third Report**”) of Janes & Noseworthy Limited (“**JNL**” or the “**Interim Receiver**”) in its capacity as Interim Receiver, without security, of all of the assets, undertaking, and property of 15132738 Canada Inc. (the **Debtor**), appointed pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c.B-3, as amended (the “**BIA**”) by Order of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency (the “**Court**”) dated March 5, 2026 (the “**Interim Receivership Order**”).
2. The Interim Receiver filed its First Report on February 19, 2026, and its Second Report on March 3, 2026 (collectively, the “**Prior Reports**”). The Prior Reports are incorporated herein by reference. Capitalized terms not defined in this Third Report have the meanings ascribed to them in the Prior Reports.
3. On March 5, 2026, the Court heard the Interim Receiver's motion for approval of the Sale and Investment Solicitation Process (the “**SISP**”) and the Stalking Horse Agreement (the “**APA**”). Justice MacDonald identified four areas of concern in respect of the materials filed (the “**Judicial Concerns**”) and directed the Interim Receiver to address them by way of supplemental report. The Court has scheduled a return hearing for March 9, 2026.
4. The purpose of this Third Report is to respond to each of the four Judicial Concerns, as follows:
 - (a) **Issue 1:** the SISP timeline is too short, addressed at Section II below;
 - (b) **Issue 2:** the Break Fee and Expense Reimbursement are too high, addressed at Section III below;
 - (c) **Issue 3:** what happens if the Stalking Horse Bidder walks away and how is the estate protected, addressed at Section IV below; and
 - (d) **Issue 4:** who is the Stalking Horse Bidder and does it have the ability to execute on the transaction, addressed at Section V below.
5. Unless otherwise ordered by the Court, the Interim Receiver respectfully requests that the Court approve the revised SISP Order and amended SISP Procedures as described herein.

II. Issue 1 — SISP Timeline:

Background and Court's Concern:

1. As set out in the Prior Reports, the Debtor is the owner of the Stephenville Dymond International Airport (the “**Airport**”), a former Tier 4 certified airport that has been non-operational and without electrical service since its disconnection by Newfoundland Power in June of 2025. The Airport is deteriorating and the Interim Receiver has determined that an expedited sale process is required to preserve asset value.
2. The proposed SISP, as set out in the Second Report and the form of SISP Order presented to the Court on March 5, 2026, contemplated a Phase 1 non-binding letter of intent deadline of March 23, 2026, approximately 13 days from the anticipated order entry date. The Court expressed concern that this timeline was insufficient to permit meaningful market participation.
3. The SISP Order has not been entered. Marketing has not commenced. The proposed SISP Procedures, including all deadlines, remain subject to Court approval.

Revised Two-Phase SISP Structure:

4. In response to the Court's direction, the Interim Receiver has restructured the SISP into a two-phase process with extended timelines:
 - (a) **Phase 1 - Non-Binding Expressions of Interest:** Phase 1 will be open to all parties who have executed a Non-Disclosure Agreement (“**NDA**”). Eligible parties may submit a non-binding letter of interest (“**Phase 1 LOI**”) containing, at minimum, an indicative purchase price or bid structure, a description of the proposed transaction, and any key conditions or assumptions. The Phase 1 LOI deadline is **April 7, 2026**, providing approximately 4 weeks of open marketing from the anticipated **March 10, 2026**, marketing commencement date.
 - (b) **Phase 2 - Due Diligence and Binding Offer:** Phase 2 will be triggered only if the Interim Receiver receives more than one (1) Phase 1 LOI by the Phase 1 deadline.

If triggered, Phase 2 will provide participating bidders with a four-week period to complete confirmatory due diligence and preparation of a binding offer. The Phase 2 deadline for submission of a binding letter of intent accompanied by an executed asset purchase agreement or share purchase agreement (in substantially the form of the template to be provided by the Interim Receiver) and a deposit of 10% of the purchase price is **May 6, 2026**. If the Interim Receiver does not receive more than one Phase 1 LOI, Phase 2 will not be triggered, and the Stalking Horse Bidder's transaction will proceed subject to the approval process described below.

5. The Interim Receiver will retain discretion to extend the Phase 1 deadline by up to ten (10) Business Days and the Phase 2 deadline by up to ten (10) Business Days without Court approval, having regard to the level of market interest and the circumstances of the Airport. Any extension beyond ten (10) Business Days will require Court approval on application by the Interim Receiver.
6. The Stalking Horse Bidder is automatically qualified as a Phase 2 Qualified Bidder. It is not required to submit a Phase 1 LOI or a Phase 2 binding offer. In the event Phase 2 is triggered, the Stalking Horse Bidder will have the right, but not the obligation, to participate in the Auction.
7. Marketing in support of the SISP will commence on March 10, 2026, upon entry of the SISP Order. The Confidential Information Memorandum, Non-Disclosure Agreement, Phase 1 Offer Letter, and SISP Contacts List have been prepared and are ready for immediate distribution upon order entry.

Revised SISP Timeline:

8. The revised SISP timeline is set out in Schedule 1 to this Third Report.
9. The Interim Receiver submits that the revised two-phase structure directly addresses the Court's concern. Phase 1 provides 4 weeks of active marketing, compared to the 13 days that the Court indicated it would have difficulty in approving, and Phase 2 provides an additional four weeks of confirmatory due diligence for parties who submit Phase 1 LOIs. The total SISP window from marketing commencement to target closing is approximately

12 weeks, which the Interim Receiver considers appropriate given the condition and complexity of the Airport asset.

III. Issue 2 — Break Fee and Expense Reimbursement:

Background and Court's Concern:

1. The original APA provided for the following Bid Protections in favour of the Stalking Horse Bidder (the “**Bid Protections**”):
 - (a) **Break Fee:** a termination fee equal to 5% of the Purchase Price (the “**Break Fee**”), payable only upon consummation of a Superior Bid by a third-party purchaser, and paid from the proceeds of the competing transaction; and
 - (b) **Expense Reimbursement:** reimbursement of the Stalking Horse Bidder's documented transaction costs up to \$200,000.00 (the “**Expense Reimbursement**”), paid from the proceeds of the competing transaction.
2. The Bid Protections are secured by the Bid Protections Charge, a court-ordered charge on the property of the Debtor in an amount not to exceed \$300,000.00.00, subordinate in priority to the Interim Receiver's Charge and the Borrowing Charge.
3. The Court expressed concern that the Break Fee and the Expense Reimbursement, taken together, may be excessive. The Interim Receiver has conducted a review of comparable stalking horse bid protections in Canadian insolvency proceedings and provides the following analysis.

Dollar Quantum of the Break Fee:

4. The Purchase Price under the APA is structured as a credit bid comprising three components: (i) the Priority Claims Amount, being the cash amount required to satisfy secured priority claims (including the Interim Receiver's Charge, municipal tax arrears, and wind-down costs), estimated at approximately \$1,650,224.00 (see Schedule 3); (ii) the BTG Indebtedness, being BTG Capital Inc.'s secured debt, which stood at

\$2,499,152.00 as of January 12, 2026, protective disbursements and accrued interest at 49.667% per annum since that date (estimated at approximately \$3,399,152.00 as at the June 3, 2026 target closing date); and (iii) interim financing advances under the DIP Facility, which is estimated at \$800,000.00 at full utilization (see Schedule 4), comprising \$150,000.00 drawn as at March 5, 2026 and estimated additional draws of \$650,000 through closing. The aggregate estimated Purchase Price is approximately \$5,849,376 as at the target closing date. This assumes the DIP Facility is increased by an additional \$300,000.00 as contemplated in the Cash Flow Forecast at Schedule 2.

5. The Break Fee at the original rate of 5% of the Purchase Price would yield approximately \$292,469.00 in dollar terms (5% of the estimated \$5,849,376 Purchase Price). As set out at paragraph 9 below, the Interim Receiver recommends a reduction to 4%, which yields approximately \$233,895.00. This dollar amount, not the percentage expression, is the appropriate basis for comparison to market precedent, because the formula is applied to a purchase price that is predominantly a non-cash credit bid and does not reflect a conventional cash transaction value.

Market Comparable Analysis:

6. The Interim Receiver has reviewed the Insolvency Insiders Stalking Horse Break Fee Analysis (current to November 3, 2025), which tracks bid protection structures across approximately 70 Canadian insolvency proceedings from 2020 to 2025. The following table sets out the most comparable precedents, with priority given to Interim Receivership proceedings, NL and NS jurisdictional comparables, and transactions of similar size:

Debtor	Type	Jurisdiction	Interim Receiver/Trustee	Date	Term. Fee	Exp. Reimb.	Total BF	Trans. Value	BF %
Northern Pulp Nova Scotia Corp.	CCAA	Nova Scotia	EY	Aug 2025	\$2,080,000	\$1,000,000	\$3,080,000	\$104,000,000	3.0%
Green World Construction Inc.	Interim Receivership	Ontario	KSV	Sep 2025	\$855,000	Nil	\$855,000	\$34,220,000	2.5%
Edward Collins	CCAA	Newfoundland	Grant Thornton	May 2023	\$144,800	\$30,000	\$174,800	\$7,240,000	2.4%

Contracting Ltd.									
1194038 Alberta Ltd.	Interim Receivership	Alberta	EY	Jun 2023	\$125,000	Nil	\$125,000	\$4,375,000	2.8%
Digital Orthodontic Care Inc.	Interim Receivership	Ontario	Richter	Aug 2023	\$85,000	Nil	\$85,000	\$3M credit bid	2.83%
1000093910 Ontario Inc.	Interim Receivership	Ontario	KSV	Nov 2023	\$200,000	\$50,000	\$250,000	\$24,255,000	1.0%
Nimbus Water Systems Inc.	Interim Receivership	Ontario	BDO	Sep 2021	\$250,000	\$50,000	\$300,000	\$13,000,000	2.31%
Turuss (Canada) Industry Co.	Interim Receivership	Ontario	MNP	Apr 2021	\$175,000	Nil	\$175,000	\$6,500,000	2.69%
Avenir Sports Entertainment Ltd.	Interim Receivership	Alberta	KSV	Dec 2020	\$186,000	Nil	\$186,000	\$4,650,000	4.00%
Robus Resources Inc.	Interim Receivership	Alberta	A&M	Dec 2022	\$182,000	Nil	\$182,000	USD \$9,100,000	2.00%

7. The Interim Receiver draws the following observations from this analysis:

- (a) **Range:** Across the approximately 70 proceedings tracked by Insolvency Insiders, break fees as a percentage of transaction value range from zero to 14.29%, with extreme values concentrated in very small transactions where the percentage denominator is minimal. For the 31 proceedings with transaction values between \$1,000,000.00 and \$10,000,000.00, the range most comparable to the present matter, the simple average break fee (combining termination fees and expense reimbursement) is 4.1% of transaction value. Excluding the highest (10%) and lowest (1%) outliers, the simple average across 29 comparable transactions is 4.0%. The proposed Break Fee of approximately 5% of the Purchase Price is at the upper end of this range, but the Interim Receiver notes that the Purchase Price denominator in the present matter is predominantly a credit bid, not a cash transaction, which inflates the percentage expression relative to comparables.

- (b) **NL and NS Comparables:** In Edward Collins Contracting Ltd. (NL, CCAA, May 2023), the court approved combined bid protections of approximately \$174,800.00, representing 2.40% of a \$7,240,000 transaction value. In Northern Pulp Nova Scotia Corporation (NS, CCAA, August 2025), the court approved combined bid protections of \$3,080,000.00, representing 3.0% of a \$104,000,000.00 transaction. The recommended Break Fee of \$233,895.00 (4% of the Purchase Price) is consistent with NL and NS precedent in both absolute dollar terms and as a percentage of transaction value.
- (c) **Trigger Mechanism:** The Break Fee is triggered only upon consummation of a Superior Bid by a competing purchaser arising from the SISP. It is paid from the proceeds of the competing transaction, not from the estate directly. This means the estate pays the Break Fee only if the SISP generates competitive value that demonstrably exceeds the Stalking Horse transaction. This narrow, proceeds-funded trigger mechanism is the standard structure approved in Canadian insolvency proceedings and mitigates the risk to the estate materially.
- (d) **Expense Reimbursement:** The \$200,000.00 Expense Reimbursement reflects the Stalking Horse Bidder's documented preparatory costs, including legal fees for negotiation of the APA, transaction due diligence on the Airport (a complex infrastructure asset subject to Transport Canada regulatory requirements and environmental considerations), and structuring the credit bid mechanism. These costs must be genuine and reasonable in the context of the transaction. The Expense Reimbursement is also paid from the proceeds of a competing transaction only. In the context of this matter, the Interim Receiver would recommend an Expense Reimbursement of \$100,000.00.

Interim Receiver's Position:

- 8. The Interim Receiver acknowledges the Court's concern and does not resist scrutiny of the Bid Protection quantum. Based on the Interim Receiver's analysis, the simple average break fee across 31 comparable transactions in the \$1,000,000.00 to \$10,000,000.00 range is 4.1% (or 4.0% excluding outliers). The proposed Break Fee of 5% is at the upper end of this range but remains within the range of bid protections approved in comparable

Canadian insolvency proceedings. The Expense Reimbursement is justified by the genuine costs incurred by the Stalking Horse Bidder in conducting due diligence on a complex, regulated infrastructure asset and negotiating the APA.

9. Having considered the Court's concern and the market analysis set out above, the Interim Receiver recommends that the Break Fee be reduced from 5% to 4% of the Purchase Price, consistent with the 4.0% simple average across comparable Canadian insolvency proceedings, and that the Expense Reimbursement be reduced from \$200,000.00 to \$100,000.00. A Break Fee of 4% of the Purchase Price yields approximately \$233,895.00 in dollar terms (4% of \$5,849,376.00). Combined with a reduced Expense Reimbursement of \$100,000.00, total Bid Protections would be approximately \$333,895.00, or approximately 5.7% of the estimated Purchase Price in aggregate.

IV. Issue 3 — Stalking Horse Walkaway Risk and Estate Protection:

Background and Court's Concern:

1. The Court asked the Interim Receiver to explain what happens if the Stalking Horse Bidder walks away from the transaction and how the estate is protected in that scenario.

Relevant APA Termination Provisions:

2. Section 9.9 of the APA governs termination. The provisions of primary relevance are:
 - (a) **Section 9.9(b) One-Year Termination Right:** The Purchaser may terminate the APA without liability on or before February 26, 2027 (one year from the date of the APA) if the conditions to closing have not been satisfied or waived and the failure to close is not caused by or attributable to the Purchaser. This provision creates a soft outside deadline of February 26, 2027, for closing.
 - (b) **Section 9.9(c) Asset Damage Termination Right:** The Purchaser may terminate the APA in its sole discretion, without liability, if the Purchased Assets are lost, damaged, destroyed, or expropriated prior to closing in a manner that is materially adverse to the Purchaser. This provision is of particular concern given the

deteriorating condition of the Airport and the lack of electrical service. The Purchaser's termination right under section 9.9(c) is at its **sole discretion** and is not conditioned on the damage meeting an objective threshold.

(c) **Section 9.9(e) Interim Receiver Termination Right:** The Interim Receiver may terminate the APA prior to entry of the Approval and Vesting Order, subject to payment of the Break Fee and Expense Reimbursement.

3. The APA does not provide for a deposit from the Stalking Horse Bidder or a reverse break fee payable by the Purchaser in the event of its termination. The estate therefore has no contractual liquidated damages remedy against the Stalking Horse Bidder if it exercises its termination rights under sections 9.9(b) or 9.9(c). The estate protection in this scenario is provided by the mechanisms set out below, including the competitive SISP, the Interim Receiver's retained remedies under its court appointment, and BTG's structural economic incentive to close. The Interim Receiver is also pursuing APA amendments to narrow the section 9.9(c) termination trigger, as described at paragraph 5 of this Section IV.

Estate Protection Mechanisms:

4. Notwithstanding the absence of a contractual remedy, the Interim Receiver submits that the estate is protected by the following:
 - (a) **SISP Timeline Mitigation:** The revised SISP targets a closing date of June 3, 2026, approximately four months from marketing commencement. This is well within the section 9.9(b) one-year termination window of February 26, 2027. The risk of a section 9.9(b) walkaway is therefore low if the SISP proceeds on the timelines proposed.
 - (b) **Competitive SISP as Primary Protection:** The primary estate protection mechanism is the SISP itself. A competitive process generating Phase 1 LOIs and Phase 2 Qualified Bids ensures that the estate is not exclusively dependent on the Stalking Horse Bidder. If the Stalking Horse Bidder walks away but a competing bid has been generated through the SISP, the estate retains the benefit of that competing transaction.

- (c) **Interim Receiver's Enforcement Remedies:** In the event the Stalking Horse Bidder walks away and no competing bid is generated, the Interim Receiver retains all rights and remedies under its court appointment, including the right to sell the Purchased Assets by private or public sale on such terms as the Court may approve. The Interim Receiver would return to Court promptly in such circumstances to seek further directions.
- (d) **BTG's Economic Incentive:** The Stalking Horse Bidder is an affiliate of BTG Capital Inc., the senior secured creditor. BTG's economic incentive to close the transaction is structural: its credit bid converts its outstanding indebtedness (approximately \$3,081,678.00 as at March 1, 2026) to asset ownership. Walking away from the transaction without closing would leave BTG with an ongoing exposure to a deteriorating, non-operational airport asset while its debt continues to accrue at 49.667% per annum. The Interim Receiver considers it unlikely that BTG would exercise a walkaway right absent extraordinary circumstances.
- (e) **DIP Commitment as Conduct Indicator:** BTG Capital Inc. has committed to provide DIP financing of up to \$800,000.00 to fund the Interim Receivership operations and SISF. As at March 5, 2026, BTG has advanced \$150,000 under the DIP Facility, which has been deployed to fund security, insurance, payroll, and extrajudicial costs (see Schedule 4). This financial commitment, and BTG's continued participation in funding the process, is a meaningful indicator of its intent to close.

Interim Receiver's Recommendation and Outstanding Items:

- 5. The Interim Receiver acknowledges that the section 9.9(c) asset damage termination right is the highest-risk walkaway provision, given the deteriorating condition of the Airport. The Interim Receiver is in discussions with BTG Capital Inc. regarding whether the APA can be amended to: (i) add a requirement that the Purchaser provide a good-faith deposit as security for its closing obligations; or (ii) narrow the section 9.9(c) termination trigger to

require material damage to occur *after* the date of the SISP Order, excluding pre-existing conditions. The Interim Receiver will advise the Court of BTG's position at the March 9, 2026 hearing. The Court is asked to note this outstanding item.

V. Issue 4 — Stalking Horse Bidder Identity and Capacity:

Background and Court's Concern:

1. The Court asked for an explanation of who the Stalking Horse Bidder is and whether it has the ability to execute on the transaction.

BTG Capital Inc. and the Stalking Horse SPV:

2. The Stalking Horse Bidder is **BTG Critical Infrastructure Co-Invest L.P. I** (the **Stalking Horse Bidder**), a limited partnership and special purpose vehicle affiliated with **BTG Capital Inc. (BTG)**. BTG Capital Inc. is an Alberta corporation with offices at Suite 300, 808 – 1st Street SW, Alberta Hotel Building, Calgary, AB, T2P 1M9. BTG is the designated contact for the Stalking Horse Bidder pursuant to section 11.6 of the APA. The managing partner is C. Brett Stevenson (Managing Partner, BTG Capital Inc.).
3. BTG Capital Inc. is the Applicant in the within proceedings and the Debtor's senior secured creditor. It acquired all of the right, title, and interest of Matthew Poppel in and to the Note and Security on or about November 18, 2025, as set out in the Originating Application. Since its acquisition of the Note, BTG has:
 - (a) retained Cox & Palmer as legal counsel and prosecuted the within Interim Receivership proceedings;
 - (b) committed to provide DIP financing of up to \$800,000.00 to fund the Interim Receivership operations and the SISP (see Schedule 4 for draws to date);
 - (c) conducted site visits and due diligence on the Airport, identifying concerns regarding the condition of fuel storage infrastructure and security equipment, as set out in the Originating Application; and

- (d) negotiated and executed the APA, demonstrating its capacity to structure and execute a complex infrastructure transaction.
4. The Stalking Horse Bidder's credit bid Purchase Price structure, comprising the Priority Claims cash component and a credit bid of the BTG Indebtedness and DIP advances, requires no new third-party financing at closing. The Stalking Horse Bidder's capacity to close is therefore directly tied to BTG's capacity to convert its existing secured debt position, which the Interim Receiver considers to be within BTG's demonstrated capabilities.
5. The Interim Receiver acknowledges that the affidavit evidence filed to date, specifically the Affidavit of Byron Holcek sworn February 26, 2026, does not provide substantive background on BTG Capital Inc.'s investment mandate, track record, or the organizational structure of the Stalking Horse SPV. The Interim Receiver has requested that BTG provide a further affidavit from C. Brett Stevenson, Managing Partner, addressing these matters. The Interim Receiver anticipates that this affidavit will be sworn and filed prior to or at the March 9, 2026, hearing and will address the Court's concern directly. The Court is asked to note this outstanding item.

Interim Receiver's Assessment


6. Based on its review of the materials filed, its conduct of the Interim Receivership since January 22, 2026, and its interactions with BTG Capital Inc. in connection with the DIP financing and the negotiation of the SISP procedures, the Interim Receiver is satisfied that the Stalking Horse Bidder has the resources, intent, and transactional capacity to execute on the APA, subject to the evidence to be provided by Mr. Stevenson.

VI. Conclusion and Recommendation:

1. For the reasons set out in this Third Report, the Interim Receiver respectfully requests that the Court:

- (a) approve the revised SISP Order and amended SISP Procedures, incorporating the two-phase SISP structure and revised timelines set out in Schedule 1 and described at Section II of this Third Report;
 - (b) approve a reduction of the Break Fee from 5% to 4% of the Purchase Price (yielding approximately \$233,975.00) and a reduction of the Expense Reimbursement from \$200,000 to \$100,000, for total Bid Protections of approximately \$333,975.00, consistent with the Interim Receiver's recommendation at Section III of this Third Report, and direct the Interim Receiver to seek the Stalking Horse Bidder's agreement to amend the APA accordingly;
 - (c) note the estate protection mechanisms described at Section IV of this Third Report and the Interim Receiver's ongoing discussions with BTG Capital Inc. regarding potential APA amendments; and
 - (d) such further and other relief as the Court may deem just and appropriate.
2. All of which is respectfully submitted this 9th day of March, 2026.

JANES & NOSEWORTHY LIMITED
solely in its capacity as Interim Receiver
of 15132738 Canada Inc.,
and not in its personal capacity

Per: 

Ian Penney, FCPA, CA, FCIRP, LIT

With Copy to:

O'KEEFE & SULLIVAN
80 Elizabeth Avenue, Suite 202
St. John's, Newfoundland and Labrador, A1A 1W7
Counsel to the Interim Receiver

SCHEDULE 1
TO THE THIRD REPORT OF THE INTERIM RECEIVER
REVISED SISP TIMELINE

Milestone	Proposed Date
SISP Order Entered	March 9, 2026
Marketing Commences (Phase 1)	March 10, 2026
Phase 1 Non-Binding LOI Deadline	April 7, 2026
Phase 2 Trigger Determination (Interim Receiver)	April 8, 2026
Phase 2 Opens (if triggered)	April 8, 2026
Phase 2 Binding LOI + APA/SPA Deadline	May 6, 2026
Auction Notification (if applicable)	May 7, 2026
Auction (if applicable)	May 13, 2026
Approval and Vesting Order Motion (target)	May 20, 2026
Target Closing	June 3, 2026

Notes:

1. Marketing will commence on March 10, 2026 upon entry of the SISP Order by the Court on March 9, 2026.
2. Phase 2 is triggered only if the Interim Receiver receives more than one (1) non-binding Phase 1 LOI by the Phase 1 deadline of April 7, 2026.
3. All deadlines are at 5:00 p.m. Newfoundland time.
4. The Interim Receiver retains discretion to extend the Phase 1 deadline by up to ten (10) Business Days and the Phase 2 deadline by up to ten (10) Business Days without Court approval.
5. The Stalking Horse Bidder is automatically a Qualified Bidder and is not required to submit a Phase 1 LOI or a Phase 2 binding offer.
6. An Auction will be held on May 13, 2026 only if the Interim Receiver receives two or more Phase 2 Qualified Bids, including the Stalking Horse Bid.

SCHEDULE 2

TO THE THIRD REPORT OF THE INTERIM RECEIVER

UPDATED CASHFLOW PROJECTIONS

Cash Flow Forecast Projection — Prepared by Janes & Noseworthy Ltd., Proposed Receiver of 15132738 Canada Inc.

[Attached]

Disclaimer: This Cash Flow Forecast has been prepared based on probable and hypothetical assumptions reflecting JNL's understanding of the expected restructuring activities. Management of the Debtor had no input. Since the projection is based on assumptions regarding future events, actual results will vary, and such variations may be material. This forecast has been prepared solely for the purposes of the within Interim Receivership proceedings and is not appropriate for any other purpose.

Week Start Week End	Opening	Week 1		Week 2		Week 3		Week 4		Week 5		Week 6		Week 7		Week 8		Week 9		Week 10		Total	Notes
		9/Mar/26	13/Mar/26	16/Mar/26	20/Mar/26	23/Mar/26	27/Mar/26	30/Mar/26	3/Apr/26	6/Apr/26	10/Apr/26	13/Apr/26	17/Apr/26	20/Apr/26	24/Apr/26	27/Apr/26	1/May/26	4/May/26	8/May/26	11/May/26	15/May/26		
Receipts																							
Proceeds from DIP Loan	\$ 150,000	\$ 350,000																					
Rent																							
Miscellaneous																							
Collection of accounts receivable		\$ 14,064																					
HST		\$ 2,100																					
Interest																							
Total Receipts	\$ 150,000	\$ 366,164	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disbursements																							
Payroll	\$ 6,706	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,257	\$ 1,885
Security	\$ 33,006	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130	\$ 4,130
Advertising	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Travel	\$ 2,000	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250	\$ 86,250
Insurance	\$ 23,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Snow clearing	\$ 3,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs and maintenance	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700	\$ 77,700
HST payable (receivable)	\$ 21,541	\$ 6,245	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780	\$ 17,780
Total Disbursements	\$ 104,853	\$ 108,384	\$ 125,366	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636	\$ 14,636
Operational Cash Flow	\$ 45,147	\$ 257,783	\$ (125,366)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)	\$ (14,636)
Restructuring																							
Receiver fees	\$ 75,000	\$ 23,000	\$ 15,200	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 19,900
Receiver counsel fees	\$ 15,000	\$ 10,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
DIP interest	\$ 1,192	\$ (1,192)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIP fees	\$ 35,000	\$ (35,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Restructuring	\$ 126,192	\$ (3,192)	\$ 18,200	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700	\$ 13,700
Net Cash Flow	\$ (81,045)	\$ 260,975	\$ (143,566)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)	\$ (28,336)
Opening cash balance	\$ (81,045)	\$ (81,045)	\$ 179,930	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364	\$ 36,364
Ending cash balance	\$ -	\$ 179,930	\$ 36,364	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028	\$ 8,028

Purpose: This statement of projected cash flow ("Cash Flow Forecast") has been prepared by James & Noseworthy Ltd. (the "JNL") ("Receiver") for the period of March 6, 2026 to May 15, 2026 ("Cash Flow Period"). JNL has prepared the Cash Flow Forecast based on probable and hypothetical assumptions that reflect its understanding of the expected restructuring activities. Management of the company had no input into this Cash Flow Forecast.

Disclaimer: JNL is of the view that the hypothetical assumptions set out in the notes below are reasonable and consistent with the purpose of the Cash Flow Forecast, and the probable assumptions are suitably supported and consistent with the planned restructuring activities and provide a reasonable basis for the Cash Flow Forecast. An attempt has been made to disclose material assumptions in the notes. Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material. The Cash Flow Forecast has been prepared solely for the purpose described above, using a set of hypothetical and probable assumptions set out in notes. Consequently, readers are cautioned that it is not be appropriate for any other purposes.

Notes to Cash Flow Forecast

- [1] Opening statement of receipts and disbursements includes accruals covering period of interim receivership, actual cash balance is \$98,872.
- [2] Best insurance option to date is \$115,000 (tax inc.) payable in full with 25% minimum retained premium. We are hoping to reduce this premium further by reducing insured value to \$10M.
- [3] Only 1 tenant has indicated a willingness to pay arrears and future rent at this point. Collections efforts will continue.
- [4] DIP fees and interest payable upon closing
- [5] Pay for power in advance. No payment of arrears.
- [6] All very rough estimates reflecting the best case scenario. Additional costs in the \$60,000 to \$100,000 range are possible.
- [7] Assumes an extra \$300,000 DIP loan is approved by the court.
- [8] Net HST should be recoverable at the end of the administration.

As of March 8, 2026



I, James & Noseworthy Ltd., in its capacity as proposed receiver
Per: Ian Penney, President

SCHEDULE 3
 TO THE THIRD REPORT OF THE INTERIM RECEIVER

WATERFALL ANALYSIS — CLOSING WITH STALKING HORSE BIDDER

(All amounts estimated as at March 6, 2026)

Item	Basis / Note	Estimated Amount
1. Priority Claims Amount (Cash — paid by Purchaser at Closing)		
Municipal Tax Arrears — Town of Stephenville	<i>Per APA, Assumed Liability</i>	\$765,773.00
Canada Revenue Agency – Payroll Deemed Trust	<i>Estimated</i>	\$432,900.00
Interim Receiver's Charge — JNL Fees	<i>Estimated</i>	\$220,000.00
Interim Receiver's Charge — O'Keefe & Sullivan Fees	<i>Estimated</i>	\$66,000.00
Wind-Down Costs (March – June 2026)	<i>Estimated</i>	\$150,000.00
BIA Super-Priority — Workplace NL	<i>Confirmed claim</i>	\$5,551.00
Contingency	<i>Estimated</i>	\$10,000.00
Total Estimated Priority Claims Amount	<i>Cash payable at closing</i>	\$1,650,224.00
2. DIP / Borrowing Charge (Credit Bid by Purchaser at Closing)		
DIP Drawn — First Advance	<i>Per trial balance, March 5, 2026</i>	\$150,000.00
Estimated Additional DIP Draws (Mar 6 – Jun 3)	<i>To be confirmed by JNL</i>	\$650,000.00
Total DIP / Borrowing Charge (Credit Bid)	<i>Estimated at full utilization</i>	\$800,000.00
3. BTG Indebtedness (Credit Bid by Purchaser at Closing)		
Principal and Interest — as at January 12, 2026	<i>Per Originating Application</i>	\$2,499,152.00

Accrued Interest (Jan 12 – Jun 3, 2026) and protective disbursements	<i>169 days @ 49.667% p.a. (est.)</i>	\$900,000.00
Total BTG Indebtedness Credit Bid (estimated at closing)	<i>Credit bid; no cash</i>	~\$3,399,152.00
4. Total Estimated Purchase Price		
Total Estimated Purchase Price	<i>Priority Claims + DIP + BTG Debt</i>	~\$5,849,376.00
5. Unsecured Creditor Recovery		
Tristar Electric Inc.	<i>Confirmed claim</i>	\$2,399,735.00
Canada Revenue Agency	<i>Confirmed claim</i>	\$389,614.00
Newfoundland Power	<i>Estimated claim</i>	~\$110,000.00
McInnes Cooper	<i>Confirmed claim</i>	\$10,990.00
Workplace NL	<i>Paid via Priority Claims Amount</i>	Paid in full
Total Unsecured Creditor Recovery	<i>After all priority claims satisfied</i>	NIL
6. Top-Up Analysis		
<p>The Priority Claims Amount under the APA adjusts to actual amounts owing at closing. If the actual Priority Claims Amount at closing exceeds the current estimate of \$1,650,224.00 — for example, due to professional fees or wind-down costs exceeding estimates, or additional municipal tax arrears accruing between now and closing — the Purchaser will be required to provide additional cash (a "top-up") to fund the shortfall. Based on current estimates, the primary sources of variance are: (i) JNL and O'Keefe & Sullivan professional fees through closing; and (ii) ongoing wind-down costs for security, utilities reconnection, and maintenance. The Interim Receiver will provide updated estimates at subsequent reporting dates.</p>		

Notes:

1. All amounts are estimates as at March 6, 2026. Actual amounts will be determined at closing. The Interim Receiver will provide updated estimates at subsequent reporting dates.

2. The Municipal Tax Arrears figure of \$765,773.00 is taken from the APA. Actual arrears at closing may be higher due to ongoing accrual. The Purchaser assumes this obligation directly as an Assumed Liability.
3. Professional fee estimates are based on Interim Receiver's current assessment. JNL fees of \$220,000 and O'Keefe & Sullivan fees of \$66,000 represent amounts accrued to the date of this Third Report. Additional fees will accrue through closing. BTG Indebtedness accrues interest at 49.667% per annum. The protective disbursement and estimated interest accrual of \$900,000 is calculated on 169 days from January 12, 2026 to the June 3, 2026 target closing date.
4. Unsecured creditors — Tristar Electric Inc. (\$2,399,735.00), Canada Revenue Agency (\$389,614.00), Newfoundland Power (~\$110,000), and McInnes Cooper (\$10,990.00) — receive no distribution in the Stalking Horse scenario. Total unsecured claims of approximately \$3,343,239 remain outstanding.
5. The Cash Flow Forecast is set out at Schedule 2 to this Third Report.

SCHEDULE 4

TO THE THIRD REPORT OF THE INTERIM RECEIVER

DIP DRAWS AND INTERIM RECEIVERSHIP EXPENSES TO DATE

(Per Detailed Trial Balance — 15132738 Canada Inc., Account 04990-13, as at March 5, 2026)

Description	Amount
A. DIP Facility (BTG Capital Inc. — Borrowing Charge)	
DIP Facility Authorized	\$800,000.00
First Advance (January 2026)	\$150,000.00
DIP Facility — Remaining Available	\$650,000.00
B. Disbursements from DIP Facility (as at March 5, 2026)	
Security (GL 2060)	\$21,216.06
Insurance (GL 2070)	\$23,000.00
Payroll (GL 2201)	\$3,729.72
GST — Disbursements and Extrajudicial Costs (GL 2215)	\$3,182.41
Total Disbursements	\$51,128.19
Estate Cash Balance (as at March 5, 2026)	\$98,871.81
C. Accrued Professional Fees (secured by Interim Receiver's Charge — to be drawn from DIP)	
JNL Fees (estimated)	\$75,000.00
O'Keefe & Sullivan Fees (estimated)	\$15,000.00
Total Accrued Professional Fees	\$90,000.00
<p>Note: Professional fees are contemplated as a draw on the Dip Facility but are also secured by the Interim Receiver's Charge and could be recovered from the Priority Claims Amount at closing. Fee estimates are as at March 6, 2026 and will continue to accrue through closing.</p>	

Notes:

1. The DIP Facility was authorized pursuant to the Borrowing Charge approved by the Court in the Interim Receivership Order. The proposed maximum authorized DIP is \$800,000.
2. The first and only advance of \$150,000 was made by BTG Capital Inc. in January 2026. No additional DIP draws have been made as at the date of this Third Report.
3. All disbursements are recorded per the Detailed Trial Balance prepared by Ian Penney, FCPA, CA, FCIRP, LIT of Janes & Noseworthy Limited.
4. Professional fee estimates (JNL \$75,000; O'Keefe & Sullivan \$15,000) are as at March 6, 2026 and are subject to Court approval on passing of accounts.
5. It is anticipated that the DIP Facility will be fully drawn by the time of closing, estimated for June 3, 2026, based on ongoing costs for security, utilities, insurance, payroll, professional fees, and wind-down.

Appendix A

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated as of March 9, 2026.

BETWEEN:

JANES & NOSEWORTHY LIMITED, solely in its capacity as Receiver of all the assets, undertakings and property of 15132738 Canada Inc. and not in its personal capacity

(the "**Receiver**")

AND:

BTG CRITICAL INFRASTRUCTURE CO-INVEST LP I, by its general partner BTG Critical Infrastructure Co-invest G.P. I Inc.

(the "**Purchaser**")

BACKGROUND:

- A. 15132738 Canada Inc. (the "**Company**") is the legal and beneficial owner of certain assets, undertaking, and properties comprising and relating to the business of management, operation and maintenance of the Stephenville Dymond International Airport (the "**Business**"), including certain lands as more particularly described in Part 1 of Schedule A hereto (the "**Lands**");
- B. The Company is indebted to BTG Capital Inc. ("**BTG Capital**") in the amount of \$3,081,678.96 as of March 1, 2026 pursuant to a promissory note dated May 15, 2023 among BTG Capital and the Company (the "**Note**"), inclusive of legal fees and costs (such amount, together with all further accrued interests thereon and all costs incurred by BTG Capital in connection with the Note and the guarantee and security in support therefor (including without limitation all legal fees and disbursements of BTG Capital's solicitors and the fees and disbursements of BTG Capital's agents and consultants), the "**BTG Indebtedness**") along with various security interests granted by the Company in favour of the Purchaser, including a collateral mortgage dated August 25, 2023 over the Lands, in respect of which a notice of mortgage was registered at the Newfoundland and Labrador Registry of Deeds at Registration No 1082705 and an assignment of rents dated August 25, 2023 related to the Lands, which was registered at the Newfoundland and Labrador Registry of Deeds at Registration No 1082706 and a general security agreement dated August 16, 2023 granting a security interest in all present and after-acquired personal property of the Company, in respect of which a financing statement was registered at the Newfoundland and Labrador Personal Property Registry at Registration No 21068176;
- C. The Purchaser is a special purpose vehicle controlled by funds managed, advised or directed by BTG Capital or its Affiliates;
- D. The Company was placed into interim receivership under the BIA in the Supreme Court of Newfoundland Labrador (the "**Court**") in Action No. 2026 01G 0099 (the "**Action**"), and the Receiver was appointed as interim receiver of all of the assets, undertaking and property of the Company pursuant to an interim receivership order of the Court dated January 22, 2026 (the "**Interim Receivership Order**");

- E. The Receiver and BTG Capital entered into an interim financing term sheet (as may be amended, supplemented, modified, restated or replaced from time to time, the "**BTG Interim Financing Agreement**") pursuant to which BTG Capital agreed to provide up to \$800,000.00 in interim financing, being the maximum amount permitted pursuant to the Interim Receivership Order, for the purposes of funding the Receiver's exercise of its powers in connection with the Receivership Proceedings;
- F. The Purchaser intends to bring an application before the Court in the Action for a further order (the "**Receivership Order**") appointing the Receiver as receiver of all the assets, undertakings and property of the Company, including the Lands (the "**Receivership Proceedings**"), and for the Sales Process Order (as defined herein), authorizing and directing the Receiver to, among other things, approve the sales process for the marketing and sale of the assets, undertaking, and property of the Company, approve this agreement of purchase and sale (this "**Agreement**") as a stalking horse bid to complete the sale of the Company's right, title and interest in the Purchased Assets (as defined herein) on the terms and conditions of this Agreement (the "**Sale Transaction**"), and approving the Expense Reimbursement (as defined herein);
- G. Prior to Closing, BTG Capital will assign to the Purchaser, and the Purchaser shall assume all right of repayment of, the outstanding BTG Indebtedness owing to BTG Capital from the Company;

FOR CONSIDERATION, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) "**Accounting Standards**" means at any time the accounting standards for private enterprises so described and established by the Accounting Standards Board which are applicable at such time.
- (b) "**Action**" has the meaning given to it in Recital D.
- (c) "**Administration Wind-Down Amount**" means cash in the amount of \$100,000.00 to be used to satisfy the costs incurred by the Receiver and its professional advisors to complete its obligations pursuant to this Agreement, administer the Company, the Excluded Assets and Excluded Liabilities, wind down and bankrupt the Company, file any necessary tax returns, and obtain the Receiver's discharge.
- (d) "**Applicable Laws**" means the statutes, regulations, orders, judgments, decrees, rules or other lawful requirements of any Governmental Authority which are applicable to the Purchased Assets or either of the parties.
- (e) "**Approval and Vesting Order**" means an order of the Court approving the Sale Transaction in accordance with the provisions of this Agreement, and vesting all of the interest of the Company in and to the Purchased Assets in the Purchaser free and clear of all claims, Encumbrances (other than Permitted Encumbrances) and interests, such order to be in form and substance acceptable to the Receiver and the Purchaser, each acting reasonably;

- (f) "**Assumed Liabilities**" means, except for the Excluded Liabilities, all liabilities and obligations arising from (i) the possession, ownership and/or use of the Purchased Assets following Closing, and (ii) the Municipal Tax Arrears and related penalties and interest thereon whether accrued before or after Closing.
- (g) "**Auction**" has the meaning given to such term in the Sales Process terms of the Sale Process Order.
- (h) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
- (i) "**Break Fee**" has the meaning given to it in Section 4.3(a).
- (j) "**BTG Capital**" has the meaning given to it in Recital B.
- (k) "**BTG Indebtedness**" has the meaning given to it in Recital B.
- (l) "**BTG Interim Financing Agreement**" has the meaning given to it in Recital E.
- (m) "**Buildings**" means all buildings, structures, erections, improvements, appurtenances and fixtures located on or forming part of the Lands.
- (n) "**Business**" has the meaning given to it in Recital A.
- (o) "**Business Day**" means any day that is not a Saturday, Sunday, Boxing Day, Easter Monday or statutory holiday in Newfoundland and Labrador.
- (p) "**Business Records**" means all documents, files, records, reports, agreements, plans, specifications, drawings, surveys, correspondence, licenses and permits relating to any of the Purchased Assets, including without limitation: copies of all Contracts; copies of the Permits and Licenses; tax notices and assessments; plans and surveys of the Property; copies of all major equipment or vehicle warranties; operating statements and financial statements; fleet records for all motor vehicles; equipment records; lists of suppliers; environmental reports or assessments; notices or orders received from any agency having authority over the Property or the Purchased Assets.
- (q) "**Cash Amount**" has the meaning given to it in Section 2.4(a)(i).
- (r) "**Chattels**" means all of the personal property owned by the Company used in the maintenance, management, or operation of the Purchased Assets, or any part thereof.
- (s) "**Closing**" means the successful completion of the Sale Transaction.
- (t) "**Closing Date**" means that date that is seven (7) days after Court Approval having been obtained, provided that if the Newfoundland and Labrador Registry of Deeds is not open on such date, the Closing Date will be the next Business Day, or any other date as may be agreed by the Receiver and Purchaser. Notwithstanding the foregoing, following Court Approval having been obtained, the Purchaser and the Receiver may, in writing, agree to extend the Closing Date.
- (u) "**Closing Documents**" has the meaning given to it in Section 9.4.
- (v) "**Company**" has the meaning given to it in Recital A.

- (w) "**Contracts**" means all contracts or agreements relating to the use or operation of the Property, the Purchased Assets, or any part thereof, including, without limitation, purchase and sale agreements, options to purchase, service contracts and other contracts relating to the operation, maintenance, cleaning, security, signage, fire protection or servicing of the Property or any part thereof made by or on behalf of the Receiver.
- (x) "**Court**" has the meaning given to it in Recital D.
- (y) "**Court Approval**" means both the issuance of the Approval and Vesting Order by the Court approving the sale of the Purchased Assets, and such Approval and Vesting Order having become a Final Order;
- (z) "**Encumbrance**" means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing:
 - (i) any encumbrances or charges created by the Receivership Order;
 - (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of Newfoundland and Labrador or any other personal property registry system;
 - (iii) any legal notation, charge, lien, interest or other encumbrance or title defect of whatever kind or nature, regardless of form;
 - (iv) any agreement, lease, license, option or claim, easement, right of way, restriction, execution or other encumbrance (including any notice or other registration in respect of any of the foregoing) affecting title to or the ownership of the Purchased Assets or any part thereof or interest therein,but for the avoidance of doubt, shall not include the Permitted Encumbrances.
- (aa) "**ETA**" means the *Excise Tax Act* (Canada), R.S.C., 1985, c. E-15 and any amendments and regulations thereto, including without limitation the *Input Tax Credit Information (HST) Regulations*.
- (bb) "**Excluded Assets**" means:
 - (i) Contracts, except the lease and tenancy agreements specified in the definition of Purchased Assets (unless a lease and tenancy agreement is designated by the Purchaser as an Excluded Asset prior to the Closing Date by providing notice to the Receiver in writing of the same);
 - (ii) the rights of the Receiver under this Agreement; and
 - (iii) any assets, properties, contracts, rights or interests as set out in Part 4 of Schedule A.

- (cc) **"Excluded Liabilities"** means any Liabilities of the Company that are not expressly assumed by the Purchaser under this Agreement including without limitation:
- (i) any liability owed by the Company or Carl Dymond to any party arising prior to the Closing Date;
 - (ii) any taxes of, or relating to, the Purchased Assets, including statutory deductions and remittances, HST, and sales taxes, in respect of any period prior to and including the Closing Date;
 - (iii) any Liabilities or Encumbrances in respect of any litigation involving the Company or the Purchased Assets commenced or threatened or resulting from any event or circumstance prior to the Closing Date;
 - (iv) any other Encumbrances made, filed, claimed, perfected or otherwise arising or resulting from any event or circumstance prior to the Closing Date;
 - (v) any Liabilities for any employees, employee agreements, executive compensation agreements, officer or director agreements, union contracts, collective agreements, employee wages, employee benefit plans, pension plans, health plans or dental plans, employee tax withholding obligations, all grievances, arbitrations, employee complaints or claims, labour relations board action, or other employee proceedings and similar obligations;
 - (vi) any Liabilities of the Companies arising prior to the Closing Date including, but not limited to, Liabilities owed to lenders, service contractors or third parties of any kind including all Liabilities under the Contracts but not including any Liability for the Municipal Tax Arrears;
 - (vii) any Liabilities relating to or arising out of the assets of the Company which are not being acquired by the Purchaser, including, without limitation, Liabilities for terminating, not complying with or defaulting under any Contract;
 - (viii) all Liabilities for payment of fees for operation of the Business or the Purchased Assets up to the Closing Date;
 - (ix) all Liabilities for any taxes payable by the Company resulting from the sale of the Purchased Assets;
 - (x) the Liabilities of the Company under or within the receivership proceedings;
 - (xi) any Liabilities for a breach or non-compliance with any applicable law by the Company prior to the Closing Date;
 - (xii) the Liabilities of the Company under this Agreement; and
 - (xiii) any other assets, property or obligations which pursuant to the terms and conditions of this Agreement, remain the property of the Company after the completion of the transactions contemplated herein including, without limitation, the rights of the Receiver under this Agreement.

- (dd) "**Execution Date**" means the date set out on the first page hereof.
- (ee) "**Expense Reimbursement**" means payment of the Purchaser's expenses up to \$100,000.00, if this Agreement is terminated as a result of the Receiver selecting another bid as the Successful Bidder or upon closing of a transaction with another bidder in the Sales Process as defined herein, which shall be paid after closing.
- (ff) "**Final Order**" means an order issued by the Court in the Receivership Proceedings which:
 - (i) is not subject to a stay of execution or an application or request for a stay of execution, and, if the deadline for filing any such application or request is designated by statute or regulation, such deadline, including any extensions thereof, has passed; and
 - (ii) is not then under appeal or other form of judicial review, is not subject to an application for leave to appeal or other form of judicial review, and the deadline for filing any notice of appeal or application for appeal or other form of judicial review, including any extensions thereof, has passed;
- (gg) "**Governmental Authority**" means (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government, (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions, and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.
- (hh) "**HST**" means all goods and services tax/harmonized sales tax imposed under Part IX of the ETA.
- (ii) "**HST Certificate**" has the meaning given to it in Section 10.2.
- (jj) "**Interim Period**" means the period commencing on the Execution Date until and including the Closing Date.
- (kk) "**Interim Receivership Order**" has the meaning given to it in Recital D.
- (ll) "**Lands**" has the meaning given to it in Recital A.
- (mm) "**Liability**" means any debts, claim, liability, duty, responsibility, obligations, commitment, assessment, tax, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, or due or to become due and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.
- (nn) "**Municipal Tax Arrears**" means taxes, fees, or charges listed below are in arrears and owing to the Town of Stephenville with respect to the Lands, which as of the Execution Date are estimated to be approximately \$765,772.57 inclusive of fees and interest.
- (oo) "**Mutual Conditions**" has the meaning given to it in Section 8.3.

- (pp) "**Non-Assignable Assets**" means any Purchased Assets which, by their nature cannot be legally or practically sold or assigned by the Receiver to the Purchaser hereunder.
- (qq) "**Note**" has the meaning given to it in Recital B.
- (rr) "**Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary, or permanent);
- (ss) "**Permits and Licenses**" means all licenses, approvals, permits, consents, qualifications or other rights entered into or obtained by the Company from any Governmental Authority, and used in connection with any of the Purchased Assets, including the Radio Operators Licence and the Transport Canada Civil Aviation Airport Certificate and any other licenses, registrations, permits, airport operator approvals or certifications from Transport Canada.
- (tt) "**Permitted Encumbrances**" means the encumbrances set out in Part 2 of Schedule A.
- (uu) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted.
- (vv) "**Phase 1 Bid Deadline**" has the meaning given to such term in the Sales Process terms of the Sale Process Order.
- (ww) "**Phase 1 Qualified Bids**" has the meaning given to such term in the Sales Process terms of the Sale Process Order.
- (xx) "**Priority Claims**" has the meaning given to it in Section 2.3(a).
- (yy) "**Property**" means all assets, undertakings, and property of the Company, including the Lands and the Buildings thereon.
- (zz) "**Purchase Price**" means the amount calculated in accordance with Section 2.3.
- (aaa) "**Purchased Assets**" means all of the Company's right, title and interest in and to:
 - (i) the Property;
 - (ii) the Chattels, including any motor vehicles, all automobiles, vans, trucks, tractors, trailers, forklifts and other serial numbered goods used in or relating to the Business including, without limitation, all the vehicles listed in Part 3 of Schedule A;
 - (iii) machinery, equipment, tools, spare parts and supplies, furniture, furnishings and other miscellaneous items used in or relating to the Business;
 - (iv) the Business Records;
 - (v) the Permits and Licenses;
 - (vi) all rights, privileges and entitlements related to the use, control and management of airspace above and surrounding the Stephenville Dymond International Airport;

- (vii) goodwill of the Business, all rights in and title to the names "Stephenville Dymond International Airport", "Stephenville International Airport" and "Stephenville Airport", and all customer and supplier lists and information;
 - (viii) all trade secrets, proprietary know-how, technical information, specifications and materials (in whatever form or media) recording or evidencing technology or proprietary information used in or relating to the Business, and all rights and interests in and to all copyrights, trademarks, trade mark registrations, trade names, logos and industrial designs used in or relating to the Business, and all computer software and data used in the Business for tendering and project costing, including all related code, specifications, documentation, revisions, enhancements and modifications thereto, in whatever form and media, including the 'cyjt.com' website;
 - (ix) cash and cash equivalents (excluding therefrom any amounts drawn pursuant to the BTG Interim Financing Agreement or any undrawn amounts therefrom);
 - (x) lease and tenancy agreements pertaining to the Lands;
 - (xi) any proceedings, claims or causes of action for the benefit of the Company;
 - (xii) certain rights, benefits, indemnification and/or other entitlements granted to the Company (as successor in interest to 13264793 Canada Corporation) under section 2.5 of the asset purchase agreement dated June 30, 2022 between 15132738 (successor by assignment) and Stephenville Airport Corporation;
- (bbb) "**Purchaser's Conditions**" has the meaning given to it in Section 8.1.
- (ccc) "**Purchaser's Solicitors**" means Cox & Palmer, or such other firm of solicitors or agents as are retained by the Purchaser from time to time and written notice of which is provided to the Receiver.
- (ddd) "**Receiver's Charge**" has the meaning given to it in the Receivership Order.
- (eee) "**Receiver's Conditions**" has the meaning given to it in Section 8.2.
- (fff) "**Receiver's Solicitors**" means O'Keefe & Sullivan Lawyers, or such other firm of solicitors or agents as are retained by the Receiver from time to time and written notice of which is provided to the Purchaser.
- (ggg) "**Receivership Order**" has the meaning given to it in Recital F.
- (hhh) "**Receivership Proceedings**" has the meaning given to it in Recital F.
- (iii) "**Sale Transaction**" has the meaning set out in Recital D.
- (jjj) "**Sales Process Order**" means an Order, or Orders, of the Court in the Action:
- (i) approving the sales process for the marketing and sale of the Property, including the Lands, (the "**Sales Process**");

- (ii) approving this Agreement to serve as the "stalking horse bid" pursuant to the Sales Process; and
- (iii) approving the Expense Reimbursement and the Break Fee, and authorizing the Receiver to pay the Expense Reimbursement and the Break Fee to the Purchaser in the manner and in the circumstances described in this Agreement.
- (kkk) "**Successful Bid**" has the meaning given to such term in the Sales Process terms of the Sale Process Order.
- (lll) "**Successful Bidder**" has the meaning given to such term in the Sales Process terms of the Sale Process Order.
- (mmm) "**Third Party**" means any Person who is not a party;
- (nnn) "**Transfer Tax**" means all applicable taxes payable upon or in connection with the Sale Transaction, including land transfer tax, HST, and any filing fees, registration fees, recording transfer fees, or other fees and expenses payable in connection with the transfer of the Purchased Assets, the registration of the Sales Process Order, or the registration of other instruments of transfer provided for in this Agreement but excluding any income taxes payable by the Company as a result of the Sale Transaction.

ARTICLE 2 - PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

Subject to the terms and conditions of this Agreement and based on the representations and warranties contained in this Agreement, the Receiver agrees to sell and the Purchaser agrees to purchase the Purchased Assets for the Purchase Price on the Closing Date free and clear of all Excluded Liabilities and Encumbrances, except for the Permitted Encumbrances. For avoidance of doubt, the Purchaser will not assume any liability in respect of the Excluded Liabilities.

2.2 As Is, Where Is

The Purchaser is purchasing the Purchased Assets "**as is, where is**" as of the Closing Date, without any representations or warranties whatsoever. Neither the Receiver, nor anyone on its behalf, represents or warrants the condition or state of repair of any of the Purchased Assets. The Purchaser must satisfy itself, and accept the Purchased Assets on a strictly "**as is**" basis on the terms of this Agreement.

2.3 Purchase Price

The Purchase Price to be paid by the Purchaser to the Receiver in consideration of the purchase and sale of the Purchased Assets in accordance with this Agreement will be:

- (a) the amount sufficient to pay for all amounts owing in respect of any claim against the Company which ranks in priority to the claims of the Purchaser (the "**Priority Claims**"), including without limitation the Municipal Tax Arrears;
 - (i) all amounts secured under the Receiver's Charge; and
 - (ii) the Administration Wind-Down Amount;

PLUS

- (b) \$3,081,678.96 (being the BTG Indebtedness as of March 1, 2026) plus interest and costs to the Closing Date in accordance with the terms of the Note;

PLUS

- (c) \$185,881.00 plus any additional advances, interest and costs to the Closing Date in accordance with the terms of the BTG Interim Financing Agreement;

but which excludes the Excluded Liabilities.

2.4 Payment of Purchase Price

- (a) Provided that the Purchaser's Conditions, Receiver's Conditions and the Mutual Conditions have been satisfied or waived in accordance with this Agreement, the Purchase Price will be payable by the Purchaser at Closing by the Purchaser:
 - (i) paying cash (the "**Cash Amount**") in an amount sufficient to pay all Priority Claims, the Receiver's Charge, and the Administration Wind-Down Amount in full as of the Closing Date; and
 - (ii) providing a written confirmation to the Receiver that the BTG Indebtedness has been indefeasibly paid in full by way of credit bid and set-off pursuant to section 2.3(b).
- (b) The Receiver and the Purchaser agree that there will be no adjustments to the Purchase Price for any expenses and liabilities or revenues accrued in respect of the Purchased Assets, with the exception of deposits and accrued statutory interest held by the Company in respect of the tenancies within the Lands. For certainty, the Receiver and the Purchaser agree that there will be no adjustments for the Municipal Tax Arrears and the Purchaser will assume any arrears of any such amounts owing with respect to the Property.
- (c) The Cash Amount payable at the Closing Date shall be paid by wire transfer of immediately available funds to the Receiver's Solicitors in trust.
- (d) For certainty, if the Administration Wind-Down Amount is in excess of the amount required to pay all Priority Claims, the Receiver will refund any excess to the Purchaser promptly following the Receiver's discharge.

2.5 Assumed Liabilities

Provided that Closing occurs, the Purchaser agrees to assume, pay, discharge, perform and fulfill the Assumed Liabilities from and after the Closing Date.

2.6 Allocation of Purchase Price

The parties agree to use reasonable efforts to agree prior to the Closing Date on an allocation of the Purchase Price among the components of the Purchased Assets. However, the parties further agree that failure to agree on such an allocation prior to the Closing Date will not render this Agreement unenforceable or result

in a termination of this Agreement, and in such case each of the Receiver and the Purchaser will make its own determination of allocation.

2.7 Bidding Procedures

The Receiver and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to Court approval and subject to the Sales Process.

ARTICLE 3 - DOCUMENTS AND INSPECTION

3.1 Business Documents

To the extent the Receiver receives any Business Records (other than from the Purchaser), the Receiver will provide copies of same to the Purchaser without any representations or warranties in respect thereof.

3.2 Inspection

The Purchaser and its advisors will be entitled upon reasonable notice to the Receiver and in accordance with the Receiver reasonable requirements as to security to enter the Property and carry out tests and inspections of the Purchased Assets, provided that such access for such purposes will be at reasonable times scheduled by the Receiver at the Purchaser's request. The Purchaser will be responsible for and indemnify the Receiver for all costs, injuries or damages to the Purchased Assets, or to the Receiver, its agents or employees, arising out of such entry by the Purchaser and such indemnity will survive the completion of the transactions contemplated herein or earlier termination of this Agreement.

3.3 Authorization

The Receiver hereby authorizes the Purchaser and its agents, consultants and advisors to meet with or correspond with appropriate statutory or Governmental Authorities having jurisdiction over the Purchased Assets or the Receiver for the purposes of this transaction, including but not limited to inquiries with respect to compliance with laws, by laws, regulations and assessments. The Receiver will promptly, at the Purchaser's request, execute and deliver any authorizations reasonably required by the Purchaser to authorize the statutory or Governmental Authorities to release information to the Purchaser, provided such authorizations explicitly do not authorize or request any inspections with respect to the Property.

ARTICLE 4 - SALES PROCESS AND COVENANTS

4.1 Conduct of Sales Process

Following execution and delivery of this Agreement by the parties, the Receiver shall be permitted to conduct the Sales Process, subject to and in accordance with the Sales Process Order.

4.2 Approval of Sale Transaction

In the event that:

- (a) the Receiver determines that the Sale Transaction is the Successful Bid as a result of no Phase 1 Qualified Bids having been received by the Phase 1 Bid Deadline;
- (b) the Purchaser is the Successful Bidder under an Auction conducted by the Receiver pursuant to the Sales Process; or

- (c) if the Sale Transaction is not the Successful Bid pursuant to the Sales Process, but the Successful Bid is not approved by the Court or the Successful Bid is not consummated in accordance with its terms;

then, as soon as reasonably practicable, each of the Receiver and the Purchaser shall take all actions reasonably necessary to have this Agreement, and the Sale Transaction approved pursuant to the Court Approval and, specifically, the Receiver shall: (A) bring an application for the issuance of the Court Approval; and (B) serve such parties as the Court and the Purchaser, acting reasonably, may require for applications and motions seeking the entry of the Court Approval.

4.3 Break Fee/Expense Reimbursement

In the event that a Third Party is the Successful Bidder and the Successful Bid of such Third Party is approved by the Court and is subsequently consummated pursuant to the Sales Process, then, immediately following the completion of the transaction contemplated thereby, the Receiver shall pay to the Purchaser (a) a break fee in the amount of four (4) percent of the Purchase Price (the "**Break Fee**") and (b) the Expense Reimbursement, in each case from the proceeds of such Successful Bid transaction.

4.4 Covenants of the Receiver

During the Interim Period, the Receiver:

- (a) Shall conduct the Business and administer the Purchased Assets in accordance with the Receivership Order and in the exercise of its reasonable business judgment, having regard to the Sales Process and the interest of stakeholders, but will not modify any material terms or terminate any of the Contracts, Permitted Encumbrances, Permits and Licenses or any mortgage or charge relating to the Purchased Assets or that would form an Encumbrance on the Purchased Assets without the prior written consent of the Purchaser, which the Purchaser may withhold in its sole discretion;
- (b) will keep the Purchaser apprised of any material damage to the Property;
- (c) will promptly notify the Purchaser if the Receiver becomes aware that, after the date of this Agreement, or if any covenants, terms or conditions in this Agreement are breached or cannot be performed; and
- (d) will promptly forward to the Purchaser any search results from government offices which are directed to the Receiver in response to any due diligence inquiries made by or at the request of the Purchaser.

ARTICLE 5 - RISK

5.1 Risk

The Purchased Assets will be at the risk of the Receiver until completion of closing on the Closing Date and thereafter at the risk of the Purchaser.

ARTICLE 6 - POSSESSION

6.1 Possession Date

The Purchaser will, upon completion of the purchase and sale have possession of the Property and all Purchased Assets as of the Closing Date free and clear of all Encumbrances subject only to Permitted Encumbrances.

6.2 Non-Assignable Assets

If any of the Purchased Assets are Non-Assignable Assets, the inability or failure of the Receiver to transfer or assign such Non-Assignable Assets will not constitute a default of the Receiver nor will it entitle the Purchaser to terminate this Agreement or reduce the Purchase Price. The Receiver shall provide commercially reasonable assistance to the Purchaser up to the Closing Date in any efforts the Purchaser may take to obtain consent to the transfer of a Non-Assignable Asset or an equivalent Non-Assignable Asset.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

7.1 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Receiver, regardless of any independent investigation that the Receiver may cause to be made that:

- (a) the Purchaser is a limited partnership duly formed in Alberta;
- (b) the Purchaser has the corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (c) neither the Purchaser's entering into this Agreement nor the performance of its terms will result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which the Purchaser is bound or subject or any Applicable Laws; and
- (d) the Purchaser is not a non-resident for the purposes of the *Income Tax Act* (Canada).

7.2 Receiver's Representations and Warranties

The Receiver represents and warrants to the Purchaser, regardless of any independent investigation that the Purchaser may cause to be made that:

- (a) subject to obtaining and pursuant to the Court Approval, the Receiver has the power, authority and capacity to enter into this Agreement, subject to its terms, and the authority to execute all instruments required by this Agreement to be delivered by it, and to perform its obligations hereunder and thereunder; and
- (b) pursuant to the Receivership Order, it has, among other things, been appointed by the Court as receiver and manager of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, of the Company, including all proceeds thereof, and such appointment is valid and subsisting and has not been varied or amended, except as set forth in the Receivership Order.

ARTICLE 8 - CONDITIONS PRECEDENT

8.1 Closing Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the Sale Transaction is subject to following conditions (the "**Purchaser's Conditions**"):

- (a) the Receiver having performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Date, including the delivery of each of the items required pursuant to Section 9.2; and
- (b) each of the representations and warranties of the Receiver set forth in Section 7.2 shall be true and correct as if restated on and as of the Closing Date.

The Purchaser's Conditions are for the exclusive benefit of the Purchaser. The Purchaser's Conditions in this Section 8.1 may be waived by the Purchaser 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 Purchaser only if made in writing.

8.2 Closing Conditions Precedent in favour of the Receiver

The obligation of the Receiver to complete the Sale Transaction is subject to the following conditions (the "**Receiver's Conditions**"):

- (a) the Purchaser having performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Date, including payment of the Purchase Price and the delivery of each of the items required pursuant to Section 9.3; and
- (b) each of the representations and warranties of the Purchaser set forth in Section 7.1 shall be true and correct as if restated on and as of the Closing Date.

The Receiver's Conditions are for the exclusive benefit of the Receiver. The Receiver's Conditions in this Section 8.2 may be waived by the Receiver 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 Receiver only if made in writing.

8.3 Mutual Conditions

The obligation of the parties to complete the transactions contemplated by this Agreement will be subject to the following mutual conditions (the "**Mutual Conditions**"), for the benefit of both the Receiver and the Purchaser:

- (a) that as of the Closing Date, neither the Receivership Order nor the Sales Process Order have been set aside or stayed;
- (b) the Court Approval shall have been obtained; and
- (c) there shall be in effect no order, injunction, judgment, decree, ruling, writ, assessment, or arbitration award of the Court or other court of competent jurisdiction or of a relevant

Governmental Authority prohibiting the consummation of the transactions contemplated hereby and which has not been withdrawn or terminated.

The Mutual Conditions are for the mutual benefit of the Receiver and the Purchaser and may not be waived unilaterally by either party. If the Mutual Conditions have not been satisfied or mutually waived by the applicable deadline provided for in this Section 8.3, then neither the Purchaser's or the Receiver will be obligated to complete the Sale Transaction pursuant to this Agreement.

ARTICLE 9 - CLOSING

9.1 Closing

Subject to the terms and conditions of this Agreement, and the satisfaction or the waiver of the Purchaser's Conditions, Receiver's Conditions and the Mutual Conditions, the purchase and sale of the Purchased Assets will be completed on the Closing Date.

9.2 Receiver Closing Documents

On or before the Closing Date, the Receiver will deliver, or cause the Receiver's Solicitors to deliver, to the Purchaser's Solicitors in trust to be held in escrow as provided in this Agreement, the following documents duly executed as applicable and all in a form satisfactory to the Purchaser, acting reasonably:

- (a) a Court-certified copy of the Approval and Vesting Order and any other Orders of the Court as are necessary, all in a form registrable in all necessary offices required to effect the transfer of the Purchased Assets to the Purchaser;
- (b) an assignment and assumption of the Company's right, title and interest in and to those of the Permits and Licenses which are not Non-Assignable Assets wherein the Purchaser assumes the rights and obligations under the applicable Permits and Licenses as of the Closing Date and the Purchaser indemnifies the Receiver for all Liability under the applicable Permits and Licenses arising after the completion of the Sale Transaction and the Company retains all Liability under the applicable Permits and Licenses arising prior to the Closing Date (the "**Permits and Licenses Assignment**");
- (c) an assignment and assumption of the Permitted Encumbrances (the "**Permitted Encumbrances Assignment**");
- (d) an assignment, assumption and novation of the Company's right, title and interest in and to those rights, benefits, indemnification and/or other entitlements granted to the Company (as successor in interest to 13264793 Canada Corporation) under section 2.5 of the asset purchase agreement dated June 30, 2022 between 15132738 (successor by assignment) and Stephenville Airport Corporation, or similar agreement as may be determined to be required by the parties, acting reasonably, in connection with the Purchaser acquiring such right, title and interest of the Company thereto (the "**Indemnity Assignment**");
- (e) a general conveyance conveying the Company's right, title and interest in and to the Chattels, the Business Records, cash and cash equivalents and any proceedings, claims or causes of action for the benefit of the Company to the Purchaser (the "**General Conveyance**");

- (f) an assignment and assumption agreement in respect of the leases pertaining to the Lands (the "**Assignment of Leases**");
- (g) the HST Certificate, if applicable;
- (h) such other documents and assurances as may be reasonably required by the Purchaser to give full effect to the intent and meaning of this Agreement.

9.3 Purchaser's Closing Documents

In addition to payment of the Purchase Price in accordance with Section 2.4, on or before the Closing Date, the Purchaser will deliver, or cause the Purchaser's Solicitors to deliver, to the Receiver's Solicitors in trust to be held in escrow as provided in this Agreement, the following duly executed as applicable:

- (a) the Permits and Licenses Assignment;
- (b) the Permitted Encumbrances Assignment;
- (c) the Indemnity Assignment;
- (d) the General Conveyance;
- (e) the Assignment of Leases;
- (f) the HST Certificate, if applicable;
- (g) such other documents and assurances as may be reasonably required by the Receiver to give full effect to the intent and meaning of this Agreement.

9.4 Preparation and Form of Documents

The closing documents contemplated in Sections 9.2 and 9.3 (collectively, the "**Closing Documents**"), will be prepared by the Purchaser's Solicitors and delivered to the Receiver's Solicitors at least five Business Days before the Closing Date. The Closing Documents (including the Sales Process Order) will be in a form and substance reasonably satisfactory to the parties and their respective solicitors. The Receiver will use commercially reasonable efforts to provide the Purchaser with drafts of all material to be filed with the Court within three (3) Business Days prior to the date of any hearing of the Court regarding the Sales Process Order or such other date as may be agreed to by the parties.

9.5 Payment into Trust

On or before the Closing Date, the Purchaser will pay to the Receiver's Solicitors in trust, by way of wire transfer, the Cash Amount.

9.6 Closing Procedure

All Closing Documents, funds, and other items delivered by the parties will be held in trust by the Receiver's Solicitors and the Purchaser's Solicitors until completion of closing on the Closing Date in accordance with this Agreement (except that the Approval and Vesting Order may be submitted for registration in accordance with this Section). Forthwith following the payment set forth in Section 9.5 and after receipt by the Purchaser's Solicitors of the documents and items referred to in Section 9.1 the Purchaser will cause the Purchaser's Solicitors to file the Approval and Vesting Order for the purpose of discharging any

Encumbrances which are not Permitted Encumbrances (together with such other documents as are required to be filed) in the Newfoundland and Labrador Registry of Deeds. Upon the Purchaser's Solicitors obtaining a post application title search of the Lands which indicates that in normal Newfoundland and Labrador Registry of Deeds routine, title to the Lands will remain registered in the name of the Company subject only to the Permitted Encumbrances and any documents filed by the Purchaser, and the state of title is in accordance with the terms and conditions of this Agreement.

9.7 Concurrent Requirements

It is a condition of Closing that all matters of payment, execution and delivery of documents by each party to the other pursuant to the terms of this Agreement will be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the closing until everything required as a condition precedent at the closing has been paid, executed and delivered.

9.8 Delivery of Business Records

The Receiver will present at Closing and, on release of escrow, after completion of the Sale Transaction, will deliver originally executed copies of the Business Records, if in possession or control of the Receiver (if any), to the Purchaser, to the extent not previously delivered.

9.9 Termination

Notwithstanding any other provision of this Agreement:

- (a) nothing herein shall prohibit the Receiver, in its sole, absolute, and unfettered discretion, from seeking to be discharged as the receiver of the Company at any time after the Closing and the parties hereby acknowledge and agree that the covenants and obligations of the Receiver contained in this Agreement shall terminate concurrently with the discharge of the Receiver of the Company;
- (b) if the transactions contemplated by this Agreement do not complete on or prior to the day that is one (1) year after the Execution Date other than as a result of the default of the Purchaser, then the Purchaser may, in its sole discretion, terminate this Agreement with written notice delivered to the Receiver without any further liability;
- (c) if, before the Closing, any of the Purchased Assets is lost, damaged or destroyed or is appropriated, expropriated or seized by any Governmental Authority, and such loss, damage, destruction, appropriation, expropriation or seizure is materially adverse to the Purchaser, as determined by the Purchaser, acting reasonably, then the Purchaser, at its sole discretion may terminate this Agreement;
- (d) this Agreement will automatically terminate upon the completion of the transactions contemplated herein, upon which, all of the representations, warranties and covenants contained herein will merge and there will be no survival of any representation, warranties or covenants contained in this Agreement except for pursuant to Sections 2.5 and 11.7; and
- (e) the Receiver may terminate this Agreement at any time prior to receipt of the Approval and Vesting Order if the Receiver determines that the Purchaser is not the Successful Bidder in the Sales Process pursuant to Section 4.3 or if the conditions to this Agreement are not otherwise satisfied, and in any such event the Receiver shall have no further obligations or liability to the Purchaser under this Agreement or otherwise except for pursuant to Section

11.7, and subject to the Break Fee and the Expense Reimbursement in accordance with the provisions of Section 4.3.

ARTICLE 10 - TAXES

10.1 Transfer Tax

All amounts payable under this Agreement are exclusive of any applicable Transfer Tax. The Purchaser shall be liable to pay any applicable Transfer Tax to the Receiver at the Closing or directly to the applicable Governmental Authority as required under applicable Law.

10.2 HST

If the Purchaser, or any person to whom the Purchaser has assigned the Purchaser's rights and obligations under this agreement in accordance with Section 11.12 (the "**Assignee**") delivers to the Receiver a certificate on closing (the "**HST Certificate**") of the Purchaser or, if applicable, a senior officer of the Assignee, certifying, on behalf of the Purchaser or, if applicable, such Assignee, and without personal liability, that the Purchaser or such Assignee undertakes, covenants and agrees:

- (a) that the Purchaser or, if applicable, the Assignee, is registered for the purposes of the ETA in accordance with the requirements of Subdivision D of Division V and including the registration number assigned to the Purchaser or, if applicable, to the Assignee;
- (b) that the Purchaser or, if applicable, any such Assignee is liable under the ETA for all applicable HST payable under the ETA, will self-assess and remit directly to the appropriate Governmental Authority all such HST payable in respect of any Purchased Assets that constitute a supply of real property for the purposes of the ETA, and will file the prescribed forms required by the ETA in connection with the conveyance of the Purchased Assets to the Purchaser or, if applicable, the Assignee, all in accordance with the ETA;
- (c) to indemnify and hold the Receiver and its directors, officers, employees, advisors and agents harmless from and against any and all HST, penalties, and/or interest in connection with the transfer of the Property which may become payable by or assessed against any such party as a result of any breach of this Section **Error! Reference source not found.**, the failure by the Purchaser or, if applicable, the Assignee, to comply with the provisions of the HST Certificate or any declaration made therein and such indemnity will survive the completion of the transactions contemplated herein; and
- (d) that the Receiver is relying upon the accuracy of the HST Certificate in not collecting HST on Closing with respect to any Purchased Assets that constitute a supply of real property for HST purposes, and in allowing Purchaser or, if applicable, the Assignee, to self-assess and remit such HST, if payable, to the appropriate Governmental Authority in accordance with the ETA;

then the Purchaser or, if applicable, the Assignee, shall not be required to pay to the Receiver, nor shall the Receiver be required to collect from the Purchaser or, if applicable, such Assignee, HST with respect to the purchase of the Purchased Assets that constitute a supply of real property for the purposes of the ETA. If the Purchaser, or, if applicable, such Assignee, fails to deliver such HST Certificate, then the Purchaser, or, if applicable, such Assignee, shall pay to the Receiver HST with respect to all Purchased Assets in addition to the Purchase Price.

ARTICLE 11 - GENERAL

11.1 Further Assurances

Each of the parties will execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement.

11.2 No Merger

The execution and delivery of the Closing Documents is not intended to and will not in any way merge or otherwise restrict the terms, covenants, conditions, representations, warranties or provisions made or to be performed or observed by the parties contained in this Agreement other than the obligation to deliver the Closing Documents.

11.3 Entire Agreement

This Agreement constitutes the entire agreement between the Receiver and the Purchaser pertaining to the purchase and sale of the Purchased Assets and supersedes all prior agreements and undertakings, negotiations and discussions, whether oral or written, of the Receiver and the Purchaser and there are no representations, warranties, covenants or agreements between the Receiver and the Purchaser except as set out in this Agreement.

11.4 Amendment

Subject to Section 11.5, this Agreement may only be altered or amended by an agreement in writing executed by all of the parties.

11.5 Solicitors as Agents

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's Solicitors, on behalf of the Purchaser, and by the Receiver's Solicitors, on behalf of the Receiver, and any tender of Closing Documents and the Purchase Price may be made upon the Receiver's Solicitors and the Purchaser's Solicitors, as the case may be.

11.6 Notices

Any notice, document or communication required or permitted to be given under this Agreement will be in writing and delivered by hand or electronic transmission as follows:

- (a) if to the Purchaser:

Suite 300 - 808 1st Street SW
Alberta Hotel Building
Calgary, Alberta T2P 1M9

Attention: C. Brett Stevenson, Managing Partner
E-mail: brett.stevenson@btgcapital.ca

with a copy to the Purchaser's Solicitor:

Cox & Palmer
Suite 1100 Scotia Centre
235 Water Street
St. John's NL A1C 186

Attention: William T. Cahill
E-mail: wcahill@coxandpalmer.com

(b) if to the Receiver:

Janes & Nosworthy Ltd.
516 Topsail Rd
St. John's, NL A1E 2C5

Attention: Ian Penney & David Buckingham
E-mail: ipenney@jnltrustee.ca & dbuckingham@jnltrustee.ca

with a further copy to the Receiver's Solicitors:

O'Keefe & Sullivan
80 Elizabeth Avenue, Suite 202
St. John's, NL A1A 1W7

Attention: Darren O'Keefe
E-mail: dokeefe@okeefesullivan.com

or to such other address in Canada as either party may in writing advise. Any notice, document or communication will be deemed to have been given on the Business Day when delivered by hand if delivered prior to 5 p.m. (Newfoundland standard time), otherwise will be deemed to be delivered and received on the next Business Day; or, if made by email, will be deemed to have been given on the Business Day when transmitted if it is so transmitted prior to 5 p.m. (Newfoundland standard time) on the day of transmittal, otherwise will be deemed to be given and received on the next Business Day.

11.7 Fees

Each of the parties will pay its own legal fees and fees of its consultants.

11.8 Accounting Terms

Accounting terms used herein and not expressly defined will be deemed to have such meanings as may apply on the application of the Accounting Standards.

11.9 Time

Time is of the essence of this Agreement.

11.10 Tender

Unless otherwise set out herein, any tender of documents or money may be made upon the party being tendered or upon its solicitors and money will be tendered by certified cheque, bank draft, or wire transfer.

11.11 Enurement

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

11.12 Assignment

This Agreement may not be assigned by any party hereto without the prior written consent of the other party hereto, which consent may be arbitrarily withheld, provided that the Purchaser may designate one or more nominees to take title in and to the Purchased Assets, or any part thereof, by giving the Receiver written notice of such assignment at least two Business Days prior to the date of the hearing of the application for the Court Approval.

11.13 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

11.14 Waiver

No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision nor will any waiver constitute a continuing waiver unless otherwise expressed or provided.

11.15 Currency

All dollar amounts referred to are Canadian dollars.

11.16 Construction

The division and headings of this Agreement are for reference only and are not to affect construction or interpretation.

11.17 Counterparts and Execution

This Agreement may be executed in counterparts and delivered by electronic transmission including by PDF format, and each such counterpart will constitute an original and all such counterparts together will constitute one and the same agreement.

11.18 Schedules

The following schedules are attached to and form a part of this Agreement:

- (a) Schedule A - Purchased Assets Listings/Permitted Encumbrances and Excluded Assets.

[Signature page follows]

IN WITNESS WHEREOF this Agreement has been properly executed by the parties as of the date first above written.

JANES & NOSEWORTHY LIMITED, solely in its capacity as Receiver of the assets, undertakings and property of **15132738 Canada Inc.** and not in its personal capacity

Per: _____
Name:
Title:

BTG CRITICAL INFRASTRUCTURE CO-INVEST LP I, by its general partner **BTG Critical Infrastructure Co-invest G.P. I Inc.**

Per: _____
Name:
Title:

SCHEDULE A

**PURCHASED ASSETS LISTINGS/PERMITTED ENCUMBRANCES AND EXCLUDED
ASSETS**

Part 1 – Real Property/Legal Description of Lands

[To be attached]

Part 2 – Permitted Encumbrances

[To be attached]

Part 3 – Vehicles/Equipment Inventory List

[To be attached]

Appendix B

**SALE AND INVESTMENT SOLICITATION PROCESS
FOR THE BUSINESS AND ASSETS OF
15132738 CANADA INC.**

I. Introduction

1. On January 22, 2026, in a proceeding (the “**Proceeding**”) commenced by BTG Capital Inc. (“**BTG**”) in the Supreme Court of Newfoundland and Labrador (the “**Court**”), the Court made an order, among other things, appointing Janes & Noseworthy Limited (“**JNL**”) as the interim receiver pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) with respect to the assets, undertaking, and property of 15132738 Canada Inc. (the “**Company**”), including without limitation, the properties comprising Stephenville Dymond International Airport.
2. On March 9th, 2026, the Court granted two orders: (i) an order pursuant to Section 243 of the BIA (the “**Receivership Order**”), among other things, appointing JNL as the receiver (in such capacity, the “**Receiver**”); and (ii) an order (the “**SISP Approval Order**”) that, among other things, authorized the Receiver to implement a sale and investment solicitation process (“**SISP**”) in accordance with the terms hereof and authorized the execution by the Receiver of the stalking horse agreement of purchase and sale (the “**Stalking Horse Agreement**”) among the Receiver, as vendor, and BTG Critical Infrastructure Co-invest L.P. I, a related party to BTG (the “**Stalking Horse Bidder**” or when referring to the bid established thereby, the “**Stalking Horse Bid**”), as purchaser. On March 9, 2026, the Court granted an amended SISP Order (the “**Amended SISP Order**”) approving this amended SISP. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Receivership Order or the Amended SISP Order, as applicable.
3. Copies of the Receivership Order, the Amended SISP Order, and all other materials filed in these proceedings can be found at the following URL: <https://janesnoseworthy.ca/corporate-engagements> (the “**Receiver's Website**”).
4. This SISP sets out the manner in which: (a) binding bids for a refinancing, sale or other strategic investment or transaction (each, a “**Transaction**”) involving the assets, undertaking, and property of the Company (the “**Opportunity**”), will be solicited from interested parties; (b) any such bids received will be addressed; (c) the selection by the Receiver of the winning bid (“**Successful Bid**”) will be selected; and (d) Court approval of a Successful Bid will be sought.
5. The SISP shall be conducted by the Receiver. The Receiver is conducting this SISP in its independent capacity as Court-appointed receiver and in furtherance of its statutory duties to maximize recovery for the benefit of all stakeholders. The Stalking Horse Bid is intended solely to establish a baseline transaction and shall not restrict or otherwise limit the Receiver's ability to consider and accept any Superior Offer in accordance with the terms of this SISP.
6. In light of BTG's multiple roles as secured creditor, interim lender and its relationship to the Stalking Horse Bidder, the Receiver has carefully considered the potential for

perceived or actual conflicts of interest. The Receiver confirms that it has independently reviewed and approved the SISP in the exercise of its statutory duties and independent business judgment as Court-appointed Receiver. The SISP has been structured to ensure a fair, transparent and competitive process intended to maximize value for all stakeholders.

7. Parties who wish to have their bids considered must participate in the SISP.
8. Certain bid protections are provided for in the Stalking Horse Agreement (including a break fee and expense reimbursement) subject to the conditions set forth therein (the “**Bid Protections**”). No other bidder may request or receive any form of bid protection as part of any bid made pursuant to the SISP.

II. Marketing and Solicitation

9. The Receiver will:

- (a) disseminate marketing materials and a process letter (which letter shall, among other things, direct recipients to the Receiver's Website for a copy of this SISP) to potentially interested parties identified by the Receiver, or any other interested party who contacts the Receiver;
- (b) solicit interest from interested parties with a view to such parties entering into non-disclosure agreements (each an “**NDA**”). Parties shall only obtain access to the virtual data room (the “**VDR**”) and be permitted to participate in the SISP if they execute an NDA, in form and substance satisfactory to the Receiver;
- (c) provide interested parties who have executed an NDA with: (i) a letter outlining the Opportunity (the “**Information Memorandum**”); and (ii) access to the VDR containing diligence information in respect of the Opportunity and such other diligence information as the Receiver considers advisable; and
- (d) request that such parties submit an offer that meets at least the requirements set forth in Phase 1 and Phase 2 below, as determined by the Receiver, by the applicable deadlines.

III. SISP Timelines

10. The SISP shall be conducted subject to the terms hereof and the following key milestones:

Milestone	Deadline
Phase 1	
SISP Order Entered	March 9, 2026
Marketing Commences (Phase 1 Opens)	March 10, 2026
Phase 1 Non-Binding LOI Deadline	April 7, 2026 at 5:00 p.m. NT

Phase 2 Trigger Determination by Receiver	April 8, 2026
Phase 2 (if triggered)	
Phase 2 Opens (Due Diligence Period Commences)	April 8, 2026
Phase 2 Binding LOI + Executed APA/SPA Deadline (“Phase 2 Bid Deadline”)	May 6, 2026 at 5:00 p.m. NT
Notification of Auction (if applicable)	May 7, 2026
Auction (if applicable)	May 13, 2026
Selection of Successful Bid (if Auction)	May 13, 2026
Approval and Closing	
Approval and Vesting Order Motion (target)	May 20, 2026
Target Closing Date	June 3, 2026

11. The Receiver shall retain discretion to extend the Phase 1 LOI Deadline by up to ten (10) Business Days and the Phase 2 Bid Deadline by up to ten (10) Business Days without Court approval or the consent of the Stalking Horse Bidder, having regard to the level of market interest and the circumstances of the Company's assets. Any extension beyond ten (10) Business Days of either deadline shall require Court approval on application by the Receiver on notice to the Service List.
12. The Receiver may, where it considers such modification to be material, seek Court approval of such modification on notice to the parties in the Proceeding.

IV. Due Diligence

13. The Receiver shall provide to parties who execute an NDA in form and substance satisfactory to the Receiver (a “**Bidder**”):
 - (a) the Information Memorandum; and
 - (b) access to the VDR containing due diligence information in respect of the Opportunity and such other due diligence information as the Receiver considers advisable.
14. Selected materials may be withheld from certain Bidders if the Receiver determines such information to represent proprietary or sensitive competitive information related to the Opportunity that should not be provided to a specific Bidder.
15. The Receiver shall be permitted, in its discretion, to provide general updates and information in respect of the SISF to any creditor (each a “Creditor”) and its legal and financial advisors, if applicable, on a confidential basis, upon: (a) the irrevocable confirmation in writing from such Creditor that it will not submit any bid in the SISF; and

- (b) such Creditor executing a confidentiality agreement or undertaking with the Receiver in form and substance satisfactory to the Receiver.
16. Without limiting the generality of any term or condition of any NDA executed by any potential Bidder or Bidder, unless otherwise agreed by the Receiver or ordered by the Court, no potential Bidder or Bidder shall be permitted to have any discussions with:
- (a) any counterparty to any contract with the Company;
 - (b) any current or former director, manager, shareholder, officer, member or employee of the Company, other than in the normal course of business and wholly unrelated to the Company, the Opportunity, the confidential information, the SISP or the Proceedings; and
 - (c) any other potential Bidder, Bidder or the Stalking Horse Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.
17. Notwithstanding the foregoing, where any such communications are agreed to with the Receiver's consent, such discussions shall be made in the presence of the Receiver. For greater certainty at no time shall parties be entitled to communicate or discuss with one another or with any other potential Bidder or Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.
18. Any bid submitted pursuant to this SISP shall be made on an "as is, where is" basis, without surviving representations or warranties of any kind or nature. The Receiver is not responsible for, and will have no liability with respect to, any information obtained by any Bidder in connection with the Opportunity. The Receiver does not make any representations or warranties whatsoever as to the information or the materials provided through the due diligence process or otherwise made available to any Bidder, including any information contained in the Information Memorandum or VDR.

V. Phase 1 Bid Deadline

19. Bidders that wish to make a formal offer pursuant to the SISP must submit by email a non-binding letter of intent (a "**Phase 1 Bid**") so as to be received by the Receiver not later than 5:00 PM (Newfoundland Time) on the Phase 1 LOI Deadline, being April 7, 2026, with a copy to each of the persons specified in Schedule "A" hereto.
20. A Phase 1 Bid will be considered a "**Qualified Phase 1 Bid**" only if (collectively, the "**Phase 1 Bid Criteria**"):
- (a) it is received by the Receiver on or before the Phase 1 LOI Deadline;
 - (b) it is accompanied by a letter setting forth: (i) the identity of the Bidder and full disclosure of any entities and/or individuals that control the Bidder; (ii) the proposed purchase price in Canadian dollars, including details of all assets to be purchased and liabilities to be assumed by the Bidder; the purchase price must be in an amount that is at least the purchase price contained in the Stalking Horse Agreement, plus the Bid Protections, plus the minimum incremental overbid of \$100,000.00 (a "**Superior Offer**"); (iii) sources of funding for the proposed transaction which will not be subject to financing; (iv) any anticipated approvals

and consents expected to be required to close the transaction and any anticipated impediments to such approvals or consents; (v) a summary of due diligence required to be conducted during Phase 2, if any, to advance a binding bid in the SISP; (vi) a statement that the bidder expects to be able to consummate a sale transaction pursuant to the SISP on or before the Target Closing Date; (vii) all conditions to closing sought by the bidder; and (viii) any other terms or conditions that the bidder believes are material to the transaction.

21. Upon receipt of one or more Qualified Phase 1 Bids, the Receiver may, in its discretion, proceed to Phase 2 and invite such Qualified Bidders to submit binding bids. The Receiver may, if it deems appropriate or desirable in the circumstances, modify or amend the Phase 1 Bid Criteria on notice to Bidders.
22. For greater certainty, the minimum overbid shall include the amount necessary to pay the Bid Protections to the Stalking Horse Bidder pursuant to the Stalking Horse Agreement in the event a Superior Offer is approved and completed.
23. The Stalking Horse Bidder is automatically qualified as a Phase 2 Qualified Bidder. The Stalking Horse Bidder is not required to submit a Phase 1 Bid or a Phase 2 binding offer in order to participate in any Auction that may be held.

VI. Criteria for Phase 2 Qualified Bids

24. Any Bidder who submits a Qualified Phase 1 Bid and who wishes to submit a binding bid in the SISP must submit a bid that complies with the following criteria (any bid that so complies, a **“Qualified Bid”**, and the offeror thereof, a **“Qualified Bidder”**):
 - (a) it is received by the Receiver by no later than the Phase 2 Bid Deadline at the email addresses specified on Schedule "A" hereto;
 - (b) it contains a purchase price that constitutes a Superior Offer;
 - (c) it contemplates closing of the Transaction by no later than June 3, 2026 (the “Outside Date”);
 - (d) it contains: (i) a duly executed binding Transaction document(s); (ii) the legal name and identity (including jurisdiction of existence) and contact information of the Bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equity holder(s); (iii) a redline to the Stalking Horse Agreement; (iv) evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) and, if necessary to complete the Transaction, the Qualified Bidder's equity holder(s); (v) disclosure of any past or current connections or agreements with the Company, any known, potential, or prospective Bidder, or any current or former officer, manager, director, member or known current or former equity security holder of any of the Company; and (vi) such other information as may be reasonably requested by the Receiver;
 - (e) it provides written evidence satisfactory to the Receiver of the Qualified Bidder's ability to fully fund and consummate the Transaction and satisfy its obligations under the Transaction documents;

- (f) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
 - (g) it is not conditional upon: (i) the outcome of any due diligence by the Qualified Bidder; or (ii) obtaining financing;
 - (h) it includes an acknowledgment and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid; (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any Bidder; (iii) is making its bid on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description; (iv) will be bound by this SISP and the Amended SISP Order; and (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or its bid;
 - (i) it specifies any regulatory or other third-party approvals required to complete the Transaction (including the anticipated timing necessary to obtain such approvals);
 - (j) it includes full details of the Qualified Bidder's intended treatment of the Company's stakeholders under or in connection with the proposed bid, including the Company's secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and equity holders;
 - (k) it is accompanied by a cash deposit (the "**Deposit**") paid to the Receiver, in trust, by wire transfer of immediately available funds in an amount equal to at least 10% of the cash consideration in the Qualified Bid, which Deposit shall be retained by the Receiver in a trust account in accordance with the terms hereof; and
 - (l) it includes a statement that the Qualified Bidder will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed Transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis.
25. For greater certainty, the Stalking Horse Agreement shall automatically be considered a Qualified Bid for the purposes of this SISP.
26. The Receiver may waive the strict compliance of one or more of the requirements specified above and deem any bid to be a Qualified Bid notwithstanding any noncompliance with the terms and conditions of this SISP.

VII. Criteria for Credit Bids

27. Any party or parties holding a valid, enforceable, and properly perfected security interest in the Company may, subject in all respects to such party's compliance with the SISP, submit a bid (a "Credit Bid") in the amount of debt secured by such lien as part of any transaction contemplated by the SISP, provided however that:
- (a) any such Credit Bid must comply with the criteria set out in Section V; and

- (b) any such Credit Bid shall also provide for the indefeasible and irrevocable repayment in full in cash on the date of closing of any such transaction of any and all obligations: (i) owing as at the date of closing pursuant to any charges granted by the Court in the Proceedings; and (ii) secured by a security interest in the asset(s) to be acquired under such transaction that is senior to the security interest held in such asset(s) by the party submitting such credit bid unless the holder or indenture trustee or agent of any such senior security interest otherwise agrees.
- (c) For greater certainty, a Credit Bid submitted by the Stalking Horse Bidder shall be subject to the terms of the Stalking Horse Agreement unless otherwise agreed by the Receiver.

VIII. Selection of Successful Bid(s) and Auction

- 28. If the Receiver receives no Qualified Phase 1 Bids by the Phase 1 LOI Deadline, Phase 2 shall not be triggered and the Stalking Horse Bid shall be deemed the Successful Bid.
- 29. Phase 2 shall be triggered only if the Receiver receives more than one (1) Qualified Phase 1 Bid by the Phase 1 LOI Deadline. If Phase 2 is triggered, Qualified Phase 1 Bidders shall be invited to submit Qualified Bids by the Phase 2 Bid Deadline.
- 30. If one or more Qualified Bids (excluding the Stalking Horse Bid) has been received by the Receiver on or before the Phase 2 Bid Deadline, the Receiver will conduct an auction (“Auction”).
- 31. If required, the Auction shall be conducted on May 13, 2026 at the offices of the Receiver at 516 Topsail Rd, St. John's, NL A1E 2C5, or by videoconference or at such other location as shall be timely communicated to all parties entitled to attend the Auction, which Auction may be adjourned by the Receiver in its sole discretion.
- 32. Any Auction shall be conducted in accordance with the following procedures, which the Receiver may adjust in its sole discretion:
 - (a) prior to 5:00 p.m. on May 7, 2026, the Receiver will provide all Qualified Bidders that have made a Qualified Bid (which for greater clarity shall include the Stalking Horse Bidder) with the highest or otherwise best Qualified Bid submitted pursuant to the SISP, which Qualified Bid shall become the floor price for the Auction;
 - (b) prior to 5:00 p.m. on May 11, 2026, each Qualified Bidder intending to participate in the Auction shall inform the Receiver in writing of its intent to participate in the Auction. The Auction shall only be conducted if more than one Qualified Bidder has indicated its intention to participate in the Auction;
 - (c) the Receiver shall inform all Qualified Bidders intending to participate in the Auction (such bidder, an “Auction Bidder”) of the process and protocols for the Auction and the submission of bids during the Auction;
 - (d) no person other than an Auction Bidder and/or its representatives shall be entitled to attend the Auction and any Auction Bidder must have at least one representative in attendance at the Auction to make a bid;

- (e) the Auction shall be conducted on an open basis, the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders and the material economic terms of each bid made at the Auction will be disclosed to all Auction Bidders, subject to the Receiver's discretion to withhold commercially sensitive information not necessary to facilitate competitive bidding;
 - (f) bidding at the Auction will take place in one or more rounds of bidding so long as during each round at least one subsequent bid is submitted by an Auction Bidder. The minimum incremental overbid is \$100,000, or such higher amount as the Receiver may advise;
 - (g) the Receiver may employ and announce at the Auction such additional procedural rules that the Receiver determines are reasonable under the circumstances provided that such rules are (i) not inconsistent with these SISP procedures, general practice in insolvency proceedings, the Receivership Order or the Amended SISP Order; and (ii) disclosed to each Auction Bidder at the Auction; and
 - (h) if, in any round of bidding, no new bid is made, the Auction shall be closed and no bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.
33. At the end of the Auction, the Receiver shall select the successful bid and the Auction Bidder who made the successful bid shall be deemed the "Successful Bidder" hereunder.
34. In selecting a Successful Bid, the Receiver shall consider, among other things, the following criteria:
- (a) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same;
 - (b) the value of any assumption of liabilities or release of liabilities not otherwise accounted for in (a) above;
 - (c) the likelihood of the Bidder's ability to close the Transaction by no later than the Outside Date (including factors such as: the Transaction structure and execution risk; conditions to, timing of, and certainty of closing; termination provisions; necessity for and availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals, if any);
 - (d) the likelihood of the Court's approval of the Successful Bid;
 - (e) the overall benefit to the Company and its secured and unsecured creditors and other stakeholders; and
 - (f) any other factors the Receiver, in the exercise of its reasonable business judgment and consistent with duties as Court-appointed receiver, deems relevant.
35. The highest bid may not necessarily be accepted by the Receiver. The Receiver reserves the right, in the exercise of its reasonable business judgment and subject to Court approval, not to accept any Qualified Bid and to otherwise terminate the SISP. The Receiver reserves the right to deal with one or more Bidders to the exclusion of others, to

accept a Qualified Bid for different assets comprising the Opportunity or to accept multiple Qualified Bids and enter into definitive agreements in respect of all such bids.

IX. Court Approval of Successful Bid(s)

36. Following selection of the Successful Bid, if any, the Receiver shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in Section III.
37. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Receiver, the Receiver shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Receiver to complete the transactions contemplated thereby, as applicable, and authorizing the Receiver to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the Transaction contemplated in such Successful Bid (each, an “**Approval Order**”). If the Successful Bid is not consummated in accordance with its terms, the Receiver shall be authorized, but not required, to negotiate with any other Qualified Bidder and seek an Approval Order in respect of a Transaction with that Qualified Bidder.

X. Deposits

38. If a Successful Bid is selected and an Approval Order authorizing the consummation of the Transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the Transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid.
39. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid will be returned to the applicable Bidder by the Receiver as soon as reasonably practicable (but not later than ten (10) business days) after the date of the applicable Approval Order or such earlier date as may be determined by the Receiver.

XI. Closing

40. Closing of the Transaction contemplated in an Approval Order shall occur as soon as reasonably practical following the issuance of such Approval Order, and, in any event, by the Outside Date.

XII. Confidentiality and Access to Information

41. Unless otherwise provided for herein, participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Bidders, Qualified Bidders, or a Successful Bidder, or the details of any bid submitted or the details of any confidential discussions or

correspondence between the Company, the Receiver, or the Stalking Horse Bidder and any such other Bidder, Qualified Bidder or Successful Bidder in connection with the SISP.

42. All discussions regarding bids should be directed through the Receiver. Under no circumstances should the management of the Company be contacted directly without the prior consent of the Receiver. Any such unauthorized contact or communication could result in exclusion of the Bidder or Qualified Bidder, as applicable, from the SISP. In its sole discretion, the Receiver may require any person to execute a confidentiality agreement or NDA prior to receiving any information regarding the SISP, including any information relating to the Property, the Business, the number or identity of any Bidder, Qualified Bidder or Successful Bidder or the detail of any bids received.

XIII. General

43. Other than as specifically set forth in a definitive agreement between the Company and a Successful Bidder, the SISP does not, and will not be interpreted to, create any contractual or other legal relationship among the Company, the Receiver, and any other Bidder.
44. The Company and the Receiver shall not be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the completion of any of the transactions completed under the SISP. Any such claim shall be the sole liability of the Bidder who completes a Transaction under the SISP pursuant to which the claim is being made.
45. The Receiver may, with the consent of the applicable Bidders, disclose information about one bid to another Bidder(s) for the purpose of seeking to combine separate bids into an aggregate bid.
46. With the exception of the Stalking Horse Bidder pursuant to the Stalking Horse Bid, participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with their participation in the SISP, including the submission of any bid or Qualified Bid, due diligence activities, completion of a Successful Bid, preparation for and attendance at the Approval Order hearing and any negotiations or actions whether or not they lead to the consummation of a Transaction.
47. At any time during this SISP, the Receiver may apply to the Court for advice and directions regarding the implementation and completion of this SISP.

SCHEDULE "A"
E-MAIL ADDRESSES FOR DELIVERY OF BIDS

TO THE RECEIVER	
<p>Janes & Noseworthy Ltd. 516 Topsail Road St. John's, NL A1E 2C5</p> <p>Ian Penney ipenney@jnltrustee.ca</p> <p>David Buckingham dbuckingham@jnltrustee.ca</p>	<p>With a copy to counsel to the Receiver:</p> <p>O'Keefe & Sullivan 80 Elizabeth Avenue, Suite 202 St. John's, NL A1A 1W7</p> <p>Darren O'Keefe dokeefe@okeefesullivan.com</p> <p>Sharmain Mudekwe smudekwe@okeefesullivan.com</p>