

ASSET PURCHASE AGREEMENT

BETWEEN

**BDO CANADA LIMITED., solely in its capacity as Court
appointed receiver of PTL Holdings Limited, PTL Services (Equipment) Limited, CSL
Services (Industrial) Limited, & 9263357 Canada Inc., and not in its personal capacity**

AND

LOCKE'S ELECTRICAL LIMITED

MADE AS OF

June 14, 2018

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of June 14, 2018

BETWEEN

LOCKE'S ELECTRICAL LIMITED, a corporation incorporated
under the laws of the Province of Newfoundland and Labrador (the
"Purchaser"),

- and -

**BDO CANADA LIMITED, solely in its capacity as court
appointed receiver of PTL Holdings Limited, PTL Services
(Equipment) Limited, CSL Services (Industrial) Limited, &
9263357 Canada Inc., and not in its personal capacity**

WHEREAS on May 11, 2018, the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency granted an Order (the "**Receivership Order**") appointing BDO Canada Limited (the "**Receiver**") as receiver of the assets, undertakings and properties of PTL Holdings Limited ("**PTL Holdings**"), PTL Services (Equipment) Limited ("**PTL Services**"), CSL Services (Industrial) Limited ("**CSL Services**"), and 9263357 Canada Inc. ("**9263357**"), collectively (the "**PTL Group**")

AND WHEREAS pursuant to the Receivership Order, the Receiver was authorized to market and sell the assets, undertakings and properties of the PTL Group.

AND WHEREAS the Receivership Order, providing for, among other things, a process under which offers would be solicited for the sale of all, or substantially all of the PTL Group's assets and business.

AND WHEREAS the Purchaser desires to purchase the Purchased Assets (as defined herein) upon and subject to the terms and conditions set out in this Agreement. **NOW THEREFORE**, in consideration of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"**Affiliates**" means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the referent Person.

“**Agreement**” means this agreement, including its recitals and schedules, as amended from time to time.

“**Applicable Law**” means:

- (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, as well as the common law; and
- (ii) any applicable and enforceable rule, requirement, order, judgment, injunction, award or decree of a Governmental Authority.

“**Approval and Vesting Order**” means an order of the Court substantially in the form attached hereto as Exhibit A: (i) approving the sale of the Purchased Assets by the Receiver to the Purchaser pursuant to the terms of this Agreement, and (ii) providing for the vesting of the right, title, benefit and interest of the PTL Group in and to the Purchased Assets in and to the Purchaser, free and clear of all Liens, other than the Permitted Encumbrances.

“**Assigned Contracts**” means those Contracts and Permits set out in Exhibit B.

“**Assignment and Assumption Agreement**” means an agreement pursuant to which the Receiver will assign the Assigned Contracts to the Purchaser and the Purchaser will assume the Assumed Liabilities at the Time of Closing, substantially in the form of the document set out in Exhibit C.

“**Assumed Liabilities**” has the meaning set out in Section 2.08

“**Binding APA Deadline**” means the time at which the asset purchase agreement becomes legally binding as set out in the Sale Process.

“**Books and Records**” means all personnel records, inspection records, financial records, and other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the business and the Purchased Assets as are in the possession or under the control of the PTL Group.

“**Business Day**” means a day other than a Saturday, Sunday, statutory or civic holiday in St. John’s NL.

“**Claim**” means any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any loss, claim or demand relating thereto or resulting therefrom, or any other claim or demand of whatever nature or kind.

“**Closing Date**” means ten (10) business days following the date of the Approval and Vesting Order, or such other date as may be agreed in writing between the parties hereto.

“**Confidential Information Memorandum**” means a certain confidential information memorandum prepared by the Receiver and dated May 2018.

“**Contract**” means any contract, agreement, license, instrument or commitment recognized at law or equity, whether express or implied, or arising by a course of conduct or usage of trade.

“**Court**” means the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency.

“**Cure Costs**” means the amount of all monetary defaults, if any, existing in respect of any Assigned Contracts that are required to be paid in order to obtain the consent necessary to permit the assignment under 2.09(2).

“**Due Diligence Condition**” has the meaning set out in 5.01.

“**Environmental Law**” means any Applicable Law relating to the natural or indoor environment including those pertaining to (i) reporting, licensing, permitting, investigating, remediating or controlling the presence or Release or threatened Release of Hazardous Substances, or (ii) the use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including, for greater certainty, any such Applicable Law pertaining to occupational health and safety.

“**Excluded Assets**” has the meaning set out in Section 2.02.

“**Excluded Contracts**” means any Contracts or Permits that are not assignable as contemplated in Section 2.09(3), and any other Contracts or Permits that are not Assigned Contracts.

“**Governmental Authority**” means any domestic or foreign legislative, executive, judicial or administrative body or person having jurisdiction in the relevant circumstances.

“**Hazardous Substance**” means any substance, material or emission whose storage, handling, use, transportation or Release is prohibited, controlled or regulated by any Governmental Authority having jurisdiction pursuant to Environmental Laws, including any contaminant or pollutant as defined in the *Environmental Protection Act* (Newfoundland and Labrador).

“**Intellectual Property**” means intellectual property of any nature and kind including all domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, confidential information, software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations and chemistries, processes and processing methods, technology and techniques and know-how.

“**Inventories**” means all inventories owned by and in possession of the PTL Group including all supplies, goods, work in progress, raw materials and spare parts.

“**Lands**” means the lands owned by the PTL Group and more particularly set out in **Exhibit D**.

“**Liabilities**” means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind, whether accrued or fixed, actual, absolute, contingent, latent or otherwise, matured or unmatured or determined or undeterminable, including those arising under any

Applicable Law or Claim and those arising under any Contract or undertaking or otherwise, including any tax liability or tort liability of the PTL Group.

“**Liens**” means any lien (statutory or otherwise), mortgage, pledge, security interest (whether contractual, statutory or otherwise), hypothecation, trust or deemed trust (whether contractual, statutory, or otherwise), execution, levy, charge, encumbrance, interest in property, or other financial or monetary claim which, in each case, in substance, secures payment or performance of an obligation, or similar charge of any kind.

“**Machinery and Equipment**” means the machinery equipment owned by the PTL Group and more particularly set out in **Exhibit E**.

“**Non-Disclosure Agreement**” means the non-disclosure agreement dated May 28, 2018 between the Purchaser and the Receiver.

“**Outside Date**” has the meaning set out in Section 5.05(b).

“**Permits**” means all permits, licences, certificates, approvals, authorizations, and registrations, or any item with a similar effect, issued or granted by any Governmental Authority.

“**Permitted Encumbrances**” means only those Liens related to the Purchased Assets set forth on **Exhibit F**.

“**Person**” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

“**Personal Information**” means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

“**Proceeds**” has the meaning set out in Section 6.07(1)(b)(i).

“**Purchase Price**” has the meaning set out in Section 2.03.

“**Purchased Assets**” has the meaning set out in Section 2.01.

“**Release**” means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.

“**Receiver**” has the meaning set out in the recitals hereto.

“**Receiver’s Certificate**” means a certificate signed by the Receiver substantially in the form attached as **Schedule A** to the Approval and Vesting Order confirming that: (i) the Purchaser has paid, and the Receiver has received payment of, the Purchase Price in relation to the purchase by the Purchaser of the Purchased Assets, and (ii) the conditions to be complied with at or prior to

the Time of Closing as set out in Sections 5.02 and 5.03, respectively, have been satisfied or waived by the Receiver or the Purchaser, as applicable, pursuant to Section 5.04.

“**Receivership Order**” has the meaning set out in the recitals hereto.

“**Sale Process**” means the sale process administered by the Receiver, as outlined in Confidential Information Memorandum.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Time of Closing**” means 4:00 p.m. (Newfoundland and Labrador time) on the Closing Date.

“**Transfer Taxes**” has the meaning set out in Section 0.

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Exhibits are to Articles and Sections of and Exhibits to this Agreement.

1.03 Extended Meanings

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing” and the term “third party” means any Person other than the Receiver and the Purchaser.

1.04 Capacity of Receiver

The Receiver, in executing this Agreement, is entering into this Agreement solely in its capacity as the court appointed receiver of the PTL Group, and not in its personal or any other capacity. The Receiver shall have no personal or corporate liability of any kind whether in contract, tort or otherwise.

1.05 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.06 Currency

All references to currency herein are to lawful money of Canada.

1.07 Exhibits

The following are the Exhibits to this Agreement:

- Exhibit A - Form of Approval and Vesting Order
- Exhibit B - Assigned Contracts and Permits
- Exhibit C - Form of Assignment and Assumption Agreement
- Exhibit D - Lands
- Exhibit E - Machinery and Equipment
- Exhibit F - Permitted Encumbrances
- Exhibit G - Other Excluded Assets
- Exhibit H - Allocation of Purchase Price

ARTICLE 2 - SALE AND PURCHASE

2.01 Assets to be Sold and Purchased¹

Upon and subject to the terms and conditions hereof, the Receiver will sell to the Purchaser and the Purchaser will purchase from the Receiver, as of and with effect from the Time of Closing, all of the right, title, benefit and interest of the PTL Group in and to the following assets (collectively, the "**Purchased Assets**");

- (a) all structures, erections, improvements, appurtenances and fixtures situate on or forming part of the Lands;
- (b) the Lands detailed in Exhibit D;
- (c) all machinery and equipment listed in Exhibit E;
- (d) all Inventories
- (e) subject to Sections 2.08 and 2.09(3), and to the extent not otherwise included in this Section 2.01, the Assigned Contracts;
- (f) all Intellectual Property owned by the PTL Group used in connection with the Purchased Assets; and,
- (g) the Books and Records;

but excluding, for greater certainty, in each and every case the Excluded Assets (as hereinafter defined).

¹ Purchaser to outline assets to be purchased.

2.02 **Excluded Assets**²

Notwithstanding Section 2.01 or any other provision in this Agreement to the contrary, the PTL Group will retain its right, title, benefit and interest in and to, and the Purchaser will have no rights with respect to the right, title, benefit and interest of the PTL Group in and to the following assets (collectively, the “**Excluded Assets**”):

- (a) the cash and cash equivalents, short-term investments, bank account balances, bank deposits, including any deposits posted in respect of letters of credit, and petty cash of PTL Group;
- (b) all rights of the PTL Group to tax refunds, credits, rebates or similar benefits relating to the Purchased Assets;
- (c) the Excluded Contracts;
- (d) shares and other interests or capital of the PTL Group;
- (e) the tax records and insurance policies of the PTL Group;
- (f) any Claim of the PTL Group to reimbursement under any insurance policy applicable to PTL Group;
- (g) Books and Records not pertaining primarily to the Purchased Assets;
- (h) all funds or deposits held by suppliers, customers or any other person in trust for or on behalf of the PTL Group; and
- (i) any other assets listed in **Exhibit G.**³

2.03 **Purchase Price**

The aggregate purchase price payable by the Purchaser to the Receiver for the Purchased Assets excluding all applicable Taxes (such amount being hereinafter referred to as the “**Purchase Price**”) is an amount equal to a sum of the following:

- (a) \$Four Million One Hundred Thousand Dollars for the Purchased Assets;
- (b) ;
- (c) plus or minus customary adjustments on account of municipal property taxes for the Lands from Date of Closing; and
- (d) plus the amount of the Assumed Liabilities.

² Purchaser to outline excluded assets.

³ The Purchaser should specify any additional assets it will be excluding on the Other Excluded Assets Exhibit appended to this Agreement.

2.04 Allocation of Purchase Price

The Purchase Price will be allocated among the Purchased Assets as set out in Exhibit H. The Receiver and Purchaser will make and file all tax returns and filings on a basis which is consistent with the amount and allocation of the Purchase Price.

2.05 Elections

The Receiver and the Purchaser will on or before the Time of Closing jointly execute an election (if applicable), in the prescribed form and containing the prescribed information, to have subsection 167(1.1) of the *Excise Tax Act (Canada)* apply to the sale and purchase of the Purchased Assets hereunder so that no tax is payable in respect of such sale and purchase under Part IX of the *Excise Tax Act (Canada)*. The Purchaser will file such election with the Minister of National Revenue within the time prescribed by the *Excise Tax Act (Canada)*.

2.06 Property Taxes

Municipal property taxes for the Lands being purchased shall be adjusted for from the Date of Closing to December 31, 2018

2.07 Transfer Taxes

(1) The Purchaser will be liable for and, subject to Section 2.05, will pay, or will cause to be paid, all transfer, land transfer, value added, *ad-valorem*, excise, sales, use, consumption, goods or services, harmonized sales, retail sales, social services, or other similar taxes or duties (collectively, "**Transfer Taxes**") payable under any Applicable Law on or with respect to the sale and purchase of the Purchased Assets under this Agreement. The Purchaser will prepare and file any affidavits or returns required in connection with the foregoing at its own cost and expense.

(2) The Purchaser shall indemnify and save harmless the Receiver and its employees, advisors and agents from all Claims incurred, suffered or sustained as a result of a failure by the Purchaser:

- (a) to pay any Transfer Taxes payable by the Purchaser; and/or
- (b) to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Purchased Assets.

2.08 Assumption of Liabilities

(1) At the Time of Closing, the Purchaser will assume and thereafter fulfil, perform and discharge when due the following Liabilities of the PTL Group outstanding as at the Closing Date (collectively, the "**Assumed Liabilities**")

- (i) all Liabilities arising from or in connection with the Assigned Contracts, including any Cure Costs;
- (c) all Liabilities arising from or in connection with any tax, levy, penalty, interest or costs for which the Purchaser is responsible pursuant to Sections 2.06 and 0 and any Permitted Encumbrances; and
- (d) all Liabilities relating to or arising from the Purchased Assets under Environmental Laws.

(2) In addition to any other provision for indemnification by the Purchaser contained in this Agreement, the Purchaser will, on and after the Closing Date, indemnify and save harmless the Receiver on its own behalf and as trustee for its Affiliates and its and their current and former directors and officers, employees, agents, advisors and representatives (including the Receiver) (collectively, the “Indemnitees”) from and against all Claims asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with any of the Assumed Liabilities.

2.09 Assigned Contracts⁴

(1) Subject to Section 2.09(2), the Purchaser, with the Receiver’s consent, will request any consents necessary to permit the assignment to the Purchaser of the Assigned Contracts. The Receiver will provide its reasonable cooperation to assist the Purchaser to obtain such consents, including providing available financial and other information of the PTL Group requested by the Purchaser or a party to such Assigned Contract.

(2) The Purchaser will be responsible for all Cure Costs in respect of any Assigned Contracts.

(3) Nothing in this Agreement will constitute an agreement to assign or an attempted assignment of any non-assignable rights or any Contracts or Permits for which any requisite consent or approval has not been obtained or which as a matter of Applicable Law or by its terms is not assignable.

2.10 Payment of Purchase Price

- (1) The Purchase Price will be satisfied by the Purchaser as follows:
 - (a) an amount equal to 15% of the Purchase Price forthwith upon the Purchaser submitting a Binding APA (as defined in the Sale Process), by wire transfer of immediately available funds to an account specified by the Receiver, to be held in trust at a Canadian chartered bank and paid as provided in Section 2.10(2);
 - (b) \$3,485,000.00 by wire transfer at the Time of Closing of immediately available funds to an account specified by the Receiver;

⁴ Purchaser to outline which contracts are to be assigned.

- (c) by paying adjustments, if any, to the Purchase Price pursuant to Section 2.06 and 2.07; and,
- (d) by the Purchaser assuming the Assumed Liabilities.

(2) The deposit paid to the Receiver by the Purchaser pursuant to Section 2.10(1)(a) will be paid by the Receiver as follows:

- (a) to the Receiver at the Time of Closing, with any interest that has been paid by the applicable bank thereon being paid to the Purchaser, in each case net of any applicable bank fees or charges, if the sale and purchase of the Purchased Assets provided for herein is completed in accordance with the terms and conditions hereof;
- (b) to the Receiver on or after the fifth Business Day after the date of termination of this Agreement, together with any interest that has been paid by the applicable bank thereon (net of any applicable bank fees or charges), if this Agreement is terminated by the Receiver pursuant to Section 5.05(a), Section 5.05(c) (unless with respect to a condition in Section 5.03(c) or (d)), or Section 5.05(f) (where the Purchaser has failed to comply with its obligations under this Agreement); or
- (c) to the Purchaser on or after the fifth Business Day after the date of termination of this Agreement, together with any interest that has been paid by the applicable bank thereon (net of any applicable bank fees or charges), if this Agreement is terminated by the Purchaser pursuant to Section 5.05(a) or Section 5.05(b), or by the Receiver pursuant to Section 5.05(c) (solely with respect to a condition in Section 5.03(c) or (d)) or Section 5.05(f) (unless the Purchaser has failed to comply with its obligations under this Agreement),

provided that if the sale and purchase of the Purchased Assets provided for herein is not completed in accordance with the terms and conditions hereof and, prior to 10:00 a.m. on the fifth Business Day referred to in Section 2.10(2)(b) or (c), as the case may be, written notice is given by either the Receiver or the Purchaser to the other counterparty that such party in good faith disputes that the other is entitled to receive the deposit and/or any accrued interest thereon, then such deposit and all accrued interest thereon may, at the option of the Receiver, be paid into Court as soon as reasonably possible (net of any applicable bank fees or charges), and further provided that the Receiver shall be entitled to seek the direction of the Court at any time in respect of any matter relating to the deposit, including the payment thereof to any Person.

2.11 Delivery of Purchased Assets

At the Time of Closing, the Purchaser will take possession of the Purchased Assets where situated. The Purchaser acknowledges that the Receiver has no obligation to deliver possession of the Purchased Assets to the Purchaser.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.01 Receiver's Representations and Warranties

The Receiver represents and warrants to the Purchaser that, as at the date hereof and as of the Closing Date:

- (a) subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, the Receiver has the power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (b) subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, this Agreement constitutes a valid and legally binding obligation of the Receiver, enforceable against the Receiver in accordance with its terms;
- (c) **PTL Holdings Limited, PTL Services (Equipment) Limited, CSL Services (Industrial) Limited, & 9263357 Canada Inc.** are registered under Part IX of the *Excise Tax Act* (Canada) with registration number 82365 8398 RT0001, 10408 5097 RT0001, 865356067 RT0001 and 839169745 RT0001 respectively; and
- (d) The PTL Group is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

3.02 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Receiver that:

- (a) the Purchaser is a corporation duly incorporated, organized and existing under the laws of the Province of Newfoundland and Labrador;
- (b) the Purchaser has the power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (c) this Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (d) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement and completion of the transactions contemplated herein and the entering into of this Agreement in completion of the transactions contemplated herein will not breach its constating documents, any agreement binding on the Purchaser, or Applicable Laws relating to the Purchaser;
- (e) there are no orders of or proceedings before or pending before any Governmental Authority, or threatened to be brought by or before any Governmental Authority by or against the Purchaser affecting the legality, validity or enforceability of this

Agreement or the consummation of the transactions contemplated hereby by the Purchaser;

- (f) no authorizations, consents or approvals of, or filing with or notice to, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement;
- (g) except for the Approval and Vesting Order, no consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement;
- (h) the Purchaser has available, or prior to the delivery of the Binding APA (as defined in the Sale Process) and at the Time of Closing will have, sufficient funding to enable the Purchaser to consummate the purchase of the Purchased Assets on the terms set forth herein and otherwise to perform all of the Purchaser's obligations under this Agreement;
- (i) the Purchaser is registered under Part IX of the *Excise Tax Act* (Canada) with registration number 103370623 RT0001; and
- (j) the Purchaser is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

3.03 "As Is, Where Is"

(1) The Purchaser acknowledges and agrees that it is purchasing the Purchased Assets on an "as is, where is" basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Assets (including a review of title), Assumed Liabilities and all other relevant matters and has determined to proceed with the transaction contemplated herein and will accept the same at the Time of Closing in their then current state, condition, location, and amounts, subject to all Permitted Encumbrances.

(2) Except as otherwise expressly provided in Section 3.01, no representation, warranty or condition whether statutory (including under the *Sale of Goods Act* (Newfoundland and Labrador), the *International Sale of Goods Contracts Convention Act* (Canada) and the *International Sale of Goods Act* (Newfoundland and Labrador) or any international equivalent act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the *United Nations Convention on Contracts for the International Sale of Goods*), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given including as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in

determining to purchase the Purchased Assets and assume the Assumed Liabilities pursuant to this Agreement.

(3) The description of the Purchased Assets and Assumed Liabilities contained herein is for the purpose of identification only and the inclusion of any item in such description does not confirm the existence of any such items or that any such item is owned by the PTL Group. Except as otherwise explicitly set forth in Section 3.01, no representation, warranty or condition has been given by the Receiver concerning the completeness or accuracy of such descriptions and the Purchaser acknowledges and agrees that any other representation, warranty, statements of any kind or nature, express or implied, (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the PTL Group or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Receiver.

(4) Any documents, materials and information provided by or on behalf of the Receiver to the Purchaser with respect to the Purchased Assets or Assumed Liabilities (including any confidential information memorandums, management presentations, or material made available in the electronic data room) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Receiver has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Receiver and their respective affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information.

ARTICLE 4 - COVENANTS

4.01 Covenants of the Receiver

(1) The Receiver will ensure that the representations and warranties of the Receiver set out in Section 3.01 are true and correct in all material respects at the Time of Closing and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the Purchaser set out in Section 5.02 over which it has reasonable control have been performed or complied with in all material respects by the Time of Closing.

(2) The Receiver shall file with the Court, as soon as practicable after its execution and delivery of this Agreement, an application seeking the Court's issuance of the Approval and Vesting Order.

4.02 Covenants of the Purchaser

(1) The Purchaser will ensure that the representations and warranties of the Purchaser set out in Section 3.02 are true and correct in all material respects at the Time of Closing and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the

Receiver set out in Section 5.03 over which it has reasonable control have been performed or complied with in all material respects by the Time of Closing.

(2) The Purchaser will provide the Receiver with all information within its possession or control that the Receiver may reasonably request to assist the Receiver in obtaining the Approval and Vesting Order.

(3) The Purchaser will preserve the Books and Records delivered to it at the Time of Closing for a period of six years from the Closing Date, or for such other period as is required by any Applicable Law, and will permit the Receiver and their respective authorized representatives reasonable access thereto in connection with the affairs of the PTL Group, and the right to make copies thereof at their expense.

(4) The Purchaser shall make the necessary arrangements to replace any letters of credit or other security deposits posted or received by the PTL Group, the Receiver, or any other Person on their behalf, on or prior to the Time of Closing.

(5) The Purchaser will comply with the *Personal Information Protection and Electronic Documents Act* (Canada) and other similar Applicable Laws relating to privacy and the protection of Personal Information in respect of the Books and Records, Contracts and any other business and financial records related to the Purchased Assets.

ARTICLE 5 - CONDITIONS AND TERMINATION

5.01 Due Diligence Condition – Binding APA

The sale by the Receiver and the purchase by the Purchaser of the Purchased Assets is subject to the following condition:

the Purchaser and its representatives shall have completed their due diligence in respect of the Purchased Assets and the Assumed Liabilities and the Purchaser shall be satisfied in its sole discretion with such due diligence on or prior to the Binding APA Deadline (as defined in the Sale Process).

(collectively, the “**Due Diligence Condition**”).

The Due Diligence Condition is for the exclusive benefit of the Purchaser and is to be performed, waived or complied with at or prior to the earlier of: (i) the submission of a Binding APA (as defined in the Sale Process), or (ii) the Binding APA Deadline.

5.02 Conditions for the Benefit of the Purchaser⁵

The sale by the Receiver and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Purchaser and which are to be performed or complied with at or prior to the Time of Closing:

⁵ Purchaser to outline all conditions in Non-Binding APA.

- (a) the representations and warranties of the Receiver set forth in this Agreement will be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Receiver will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Receiver at or prior to the Time of Closing;
- (c) no action or proceeding in Canada will be pending by any third party to enjoin or prohibit the sale and purchase of the Purchased Assets; and
- (d) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom);

5.03 Conditions for the Benefit of the Receiver

The sale by the Receiver and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Receiver and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Purchaser will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Purchaser at or prior to the Time of Closing;
- (c) no action or proceeding in Canada will be pending by any third party to enjoin or prohibit the purchase and sale of the Purchased Assets;
- (d) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom); and
- (e) the Purchaser will have paid or will have made arrangements, satisfactory to the Receiver, to pay all Cure Costs pursuant to Section 2.09(2).

5.04 Waiver of Condition

The Purchaser, in the case of a condition set out in Section 5.02, and the Receiver, in the case of a condition set out in Section 5.03 (other than Section 5.03(d)), will have the exclusive right to waive the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non-performance of or non-compliance with any other condition in whole or in part. Any such

waiver will not constitute a waiver of any other conditions in favour of the waiving party. Such waiving party will retain the right to complete the purchase and sale of the Purchased Assets herein contemplated.

5.05 Termination

This Agreement may be terminated, by notice given prior to or on the Closing Date:

- (a) by the Receiver or the Purchaser if a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement has been committed by the other party and such breach has not been waived or cured within five days following the date on which the non-breaching party notifies the other party of such breach;
- (b) by the Purchaser if a condition in Section 5.02 becomes impossible to satisfy prior to **July 31, 2018** or such later date as the parties may determine (the "**Outside Date**") (other than through the failure of the Purchaser to comply with its obligations under this Agreement) and the Purchaser has not waived such condition;
- (c) by the Receiver if a condition in Section 5.03 becomes impossible to satisfy prior to the Outside Date (other than through the failure of the Receiver to comply with its obligations under this Agreement) and the Receiver has not waived such condition;
- (d) by the Receiver pursuant to Section 6.07(1)(a);
- (e) by written agreement of the Purchaser and the Receiver;
- (f) by the Receiver or the Purchaser if the completion of the sale of Purchased Assets herein contemplated has not occurred (other than through the failure of the party seeking termination to comply with its obligations under this Agreement) on or before the Outside Date.

5.06 Effect of Termination

Each party's right of termination under Section 5.05 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 5.05, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 2.10(2), 6.04, 8.03 and 8.04 will survive; provided, however, that if this Agreement is terminated by a party because of a material breach of a representation or warranty, covenant, obligation or other provision of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies with respect to such breach will survive such termination unimpaired.

ARTICLE 6 - CLOSING ARRANGEMENTS

6.01 Closing

The sale and purchase of the Purchased Assets will be completed at the Time of Closing at the offices of Cox & Palmer, Suite 1100, 235 Water Street, St. John's, NL A1C 5N8.

6.02 Receiver's Closing Deliveries

On or before the Time of Closing, the Receiver will deliver or cause to be delivered to the Purchaser the following:

- (a) a certificate executed by the Receiver confirming that the representations and warranties of the Receiver in this Agreement are true and correct in all material respects as of the Time of Closing and that the obligations of the Receiver to be performed prior to the Time of Closing have been performed in all material respects;
- (b) a copy of the issued and entered Approval and Vesting Order;
- (c) if available, the tax election as contemplated by Section 2.05 executed by the Receiver;
- (d) a bill of sale, duly executed by the Receiver, if necessary;
- (e) the Assignment and Assumption Agreement executed by the Receiver, if necessary; and
- (f) such other documents or instruments as contemplated or required to be delivered by the Receiver pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

6.03 Purchaser's Closing Deliveries

On or before the Time of Closing, the Purchaser will deliver or cause to be delivered to the Receiver the following:

- (a) payment of the Purchase Price to the Receiver as contemplated by Section 2.10(1).
- (b) evidence, satisfactory to the Receiver, of the payment of or arrangements to pay all Cure Costs as contemplated by Section 2.09(2).
- (c) a certificate executed by a senior officer of the Purchaser confirming that the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as of the Time of Closing and that the obligations of the Purchaser to be performed prior to the Time of Closing have been performed in all material respects;

- (d) if available, the tax election as contemplated by Section 2.05 executed by the Purchaser;
- (e) the Assignment and Assumption Agreement executed by the Purchaser, if necessary;
- (f) if required, a land transfer tax affidavit or equivalent; and
- (g) such other documents or instruments as contemplated or required to be delivered by the Purchaser pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

6.04 **Confidentiality**

Subject to the terms of the Non-Disclosure Agreement, both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter, the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the PTL Group or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to the PTL Group or to the operations which the Purchaser obtained pursuant to this Agreement.

6.05 **Delivery of Receiver's Certificate**

When the Receiver is satisfied that all conditions hereunder have been satisfied or waived, and all documents to be delivered under the terms hereof have been delivered at or before the Time of Closing, the Receiver will deliver an executed copy of the Receiver's Certificate to the Purchaser's counsel in escrow upon the sole condition of receipt by the Receiver of the amounts referred to in Section 2.10(1). All of the foregoing amounts will then be paid by the Purchaser, by wire transfer of immediately available funds to an account designated in writing by the Receiver for this purpose pursuant to Section 2.10(1) hereof. Following written confirmation of receipt by the Receiver of such funds (or such person directed by the Receiver to receive such funds), the Receiver's Certificate will be released from escrow to the Purchaser. Upon such delivery, the closing will be deemed to have occurred at the Time of Closing. The Receiver will file a copy of the Receiver's Certificate with the Court on the next Business Day following the Closing Date and provide evidence of such filing to the Purchaser.

6.06 **[Intentionally Omitted]**

6.07 **Risk of Loss**

(1) Until the Time of Closing, the Purchased Assets will remain at the risk of the Receiver. If any destruction or damage in excess of \$2 million occurs to the Purchased Assets on or before the Time of Closing or if any or all of the Purchased Assets are appropriated,

expropriated or seized by governmental or other lawful authority on or before the Time of Closing:

- (a) the Receiver will forthwith give notice thereof to the Purchaser, and the Receiver shall have the right to terminate this Agreement prior to the Time of Closing and shall notify the Purchaser in a reasonable period of time whether it is exercising this right; and
 - (b) in the event the Receiver does not exercise its right of termination under Section 6.07(1)(a), the Purchaser will have the option, exercisable by notice to the Receiver on or before the Time of Closing:
 - (i) to reduce the Purchase Price by an amount equal to the proceeds of insurance (and, if any such policy provided for a deductible amount, by an amount equal to such deductible amount) or compensation for destruction or damage or appropriation, expropriation or seizure and business interruption with respect thereto (in this Section 6.07 referred to as the "Proceeds"), and to complete the purchase; or
 - (ii) to complete the purchase without reduction of the Purchase Price, in which event all Proceeds will be payable to the Purchaser and all Claims of the Receiver to any such amounts not paid by the Closing Date will be assigned to the Purchaser.
- (2) If the Purchaser elects to reduce the Purchase Price pursuant to Section 6.07(1)(b)(i), the Receiver will at the Time of Closing determine the amount of the reduction to the extent that it is then determinable and will undertake to adjust such amount after the Closing Date, if necessary.

ARTICLE 7 - SURVIVAL

7.01 Survival

No covenants, representations and warranties of each party contained in this Agreement will survive the completion of the sale and purchase of the Purchased Assets and assumption of the Assumed Liabilities hereunder, except for the covenants that by their terms are to be satisfied or survive after the Time of Closing (including without limitation Sections 0, 2.10(2), 4.02(3), 8.03, 8.04, and 8.16), which covenants will continue in full force and effect in accordance with their terms.

ARTICLE 8 - GENERAL

8.01 Further Assurances

Each of the Receiver and the Purchaser will from time to time at the request and expense of the other execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

8.02 **Time of the Essence**

Time is of the essence of this Agreement.

8.03 **Fees, Commissions and other Costs and Expenses**

Each of the Receiver and the Purchaser will pay its respective legal and accounting costs and expenses and any real estate or other commissions incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses whatsoever and howsoever incurred and will indemnify and save harmless the other from and against any Claim resulting from any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the transactions under this Agreement.

8.04 **Public Announcements**

Except as required by Applicable Law, no public announcement or press release concerning the sale and purchase of the Purchased Assets may be made by the Receiver or the Purchaser without the prior consent and joint approval of the Receiver and the Purchaser.

8.05 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties.

8.06 **Entire Agreement**

This Agreement (including the agreements contemplated hereby) and the Non-Disclosure Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and such agreements cancel and supersede any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement (including the agreements contemplated hereby) or in the Non-Disclosure Agreement.

8.07 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

8.08 **Assignment**

This Agreement may not be assigned by the Receiver or the Purchaser without the written consent of the other provided that the Purchaser may assign this Agreement without the consent of the Receiver to an Affiliate of the Purchaser provided that: (i) such Affiliate enters into a written agreement with the Receiver to be bound by the provisions of this Agreement in all

respects and to the same extent as the Purchaser is bound, (ii) that the Purchaser will continue to be bound by all the obligations hereunder as if such assignment had not occurred and perform such obligations to the extent that such Affiliate fails to do so, and (iii) such assignment occurs prior to the issuance of the Approval and Vesting Order.

8.09 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To the Receiver:

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton, ON L8P 1H1

Fax No.: 905-570-0249
Email: aconsoli@bdo.ca

Attention: Angelo Consoli

With copies to (which will not constitute notice)

Cox & Palmer
Suite 1100, 235 Water Street,
St. John's, NL
A1C 5N8

Fax No: 709 738 7999

Attention: Darren O'Keefe
Email: dokeefe@coxandpalmer.com

To the Purchaser:

Locke's Electrical Limited

4 Hemlock Avenue

PO Box 99

Corner Brook, NL A2H 6C3

Fax No.: 709 639 8951

Email: Elizabeth@lockeselectrical.ca

Attention: Elizabeth Randell

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

8.10 Remedies Cumulative

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

8.11 No Third Party Beneficiaries

This Agreement is solely for the benefit of:

- (a) the Receiver, and its heirs, executors, administrators, successors and permitted assigns, with respect to the obligations of the Purchaser under this Agreement, and
- (b) the Purchaser, and its heirs, executors, administrators, successors and permitted assigns, with respect to the obligations of the Receiver under this Agreement,

and this Agreement will not be deemed to confer upon or give to any other person any Claim or other right or remedy.

8.12 Governing Law

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

8.13 Attornment

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Newfoundland and Labrador and the courts of the Province of Newfoundland and Labrador will have jurisdiction to entertain any action arising under this Agreement. The Receiver and the Purchaser each attorns to the jurisdiction of the courts of the Province of Newfoundland and Labrador.

8.14 **Appointment of Agent for Service**

The Purchaser nominates, constitutes and appoints King Penney & Brown, Barristers and Solicitors, of the City of Corner Brook its true and lawful agent to accept service of process and to receive all lawful notices in respect of any action arising under this Agreement (other than any notice that is to be given by one party to another pursuant to Section 8.09). Until due and lawful notice of the appointment of another and subsequent agent in the Province of Newfoundland and Labrador has been given to and accepted by the Receiver, service of process or of papers and such notices upon Katrina E. Warren will be accepted by the Purchaser as sufficient service.

8.15 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

8.16 **No Registration of Agreement**

The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands and/or any part thereof. The Purchaser shall indemnify and save the Receiver harmless from and against any and all Claims whatsoever arising from or with respect to any such registration. This Section shall survive the expiration and/or termination of this Agreement for any reason.

8.17 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

8.18 **Electronic Execution**

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

[The balance of this page has been intentionally left blank]

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

LOCKE'S ELECTRICAL LIMITED

Kathleen Wason
Bonaville, N.C.
Witness to Elizabeth
Randell's Signature

E. Randell
Per: Elizabeth Randell, Director

BDO CANADA LIMITED, solely in its capacity as receiver of PTL Holdings Limited, PTL Services (Equipment) Limited, CSL Services (Industrial) Limited, & 9263357 Canada Inc and not in any other capacity

[Signature]
Ph. G. Clarke CPA, CA, CIPF, LIT.
Senior Vice President, BDO Canada Limited

EXHIBIT A

Form of Approval and Vesting Order

2018 01G _____

SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF

an application by BDO Canada Limited, in its capacity as Court appointed receiver of PTL Holdings Limited, PTL Services (Equipment) Limited, CSL Services (Industrial) Limited and 9263357 Canada Inc. (the "**Receiver**"), for an order approving the sale transaction contemplated by an asset purchase agreement between the Receiver and Locke's Electrical Limited

AND IN THE MATTER OF

the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE JUSTICE

UPON THE APPLICATION by BDO Canada Limited, in its capacity as Court appointed receiver (the "**Receiver**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Asset Purchase Agreement**") between the Receiver and Locke's Electrical Limited (the "**Purchaser**") dated June 14, 2018, 2018, and vesting in the Purchaser PTL Holdings Limited, PTL Services (Equipment) Limited, CSL Services (Industrial) Limited, & 9263357 Canada Inc. (collectively the "**PTL Group**") right, title, benefit and interest in and to the assets described in the Asset Purchase Agreement (the "**Purchased Assets**");

AND UPON READING the Application, and the Affidavit of ● sworn ●, 2018 and the ● Report of the Receiver dated ●, 2018 (the "**● Report**");

AND UPON HEARING the submissions of counsel for the Receiver, the Applicant, and the Purchaser, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of • sworn •, 2018 filed:

THIS COURT HEREBY ORDERS AS FOLLOWS:

1. that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. that the Transaction is hereby approved, and the execution of the Asset Purchase Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the PTL Group's right, title, benefit and interest in and to the Purchased Assets described in the Asset Purchase Agreement shall vest absolutely in the Purchaser, free and clear of and from 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 (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order dated May 11, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Newfoundland & Labrador) or any other personal property registry system; and (iii) those Claims listed on Schedule B hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule C) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating

to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. that upon the registration in the applicable land registry office or land titles office of a Transfer/Deed of Land or equivalent document, or of an application for registration of this Order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby directed to enter the Purchaser as the owner of the subject real property in fee simple, and is hereby directed to delete and expunge from title to the real property all of the Claims listed in **Schedule B** hereto.
5. that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
6. that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the PTL Group's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the PTL Group.
7. that, notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of the PTL Group and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of the PTL Group;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the PTL Group and shall not be void or voidable by creditors of the PTL Group, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

[SEALING]

9. **that the Confidential Appendix to the • Report shall be sealed, kept confidential and not form part of the public record, but shall be placed separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court.**
-

Schedule A – Form of Receiver’s Certificate

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice ... of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency (the “**Court**”) dated May 11, 2018, BDO Canada Limited was appointed as receiver (the “**Receiver**”) of the assets, undertakings and properties of PTL Holdings Limited, PTL Services (Equipment) Limited, CSL Services (Industrial) Limited, & 9263357 Canada Inc. (collectively the “**PTL Group**”).

B. Pursuant to an Order of the Court dated •, 2018, the Court approved the agreement of purchase and sale made as of June 14, 2018, 2018 (the “**Asset Purchase Agreement**”) between the Receiver and Locke’s Electrical Limited (the “**Purchaser**”) and provided for the vesting in the Purchaser of the PTL Group’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, (ii) that the conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____
[DATE].

**BDO Canada Limited, in its capacity as
Receiver, and not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Claims to be deleted and expunged from title to Real Property

1. Debenture dated December 31, 2014 between Parsons Trucking Limited, CSL Services Ltd. and 51411 Newfoundland & Labrador Inc. and Canadian Imperial Bank of Commerce that was registered on January 2, 2015 at Registration No. 688983

2. Notice of Mortgage dated December 31, 2014 between Parsons Trucking Limited and Kevin Parsons and Bruce Fancy that was registered on January 5, 2015 at Registration No. 691723

3. Notice of Mortgage dated December 31, 2014 between CSL Services Ltd. and 11230 Newfoundland Ltd. and 11231 Newfoundland Ltd. that was registered on January 5, 2015 at Registration No. 691725

4. Notice of Mortgage dated December 31, 2014 between 51411 Newfoundland & Labrador Inc. and Kevin Parsons and Bruce Fancy that was registered on January 5, 2015 at Registration No. 691733

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

None

EXHIBIT B

ASSIGNED CONTRACTS AND PERMITS

1. the Services Agreement for Supplementary Labour (Contract 2016-006) dated June, 2016 presently between CSL Services (Industrial) Limited and NARL Refining LP provided it is renewed by NARL Refining LP beyond July 1, 2018 and NARL Refining LP consents to the assignment of the renewed agreement to the Purchaser; and
2. the Services Agreement re Yearly Equipment Contract (Contract 2013-002) dated May 1, 2013 presently between Parsons Trucking Ltd., CSL Services Ltd. and North Atlantic Refining Limited provided North Atlantic Refining consents to the assignment to the Purchaser.
3. The Leases with respect to the seven (7) pieces of leased equipment outlined in data room document 12.2 [12.1 Leased Equipment.pdf] count rows 1-7 , in particular the lease with PACCAR Financial Ltd re count rows 1 and 2, the lease with CNH Industrial Capital Canada Ltd. re count rows 3 and 4, and the lease with CWB National Leasing Inc. (previously National Leasing Group Inc.) re count rows 5, 6 and 7

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of ●, 2018

BETWEEN

Locke's Electrical Limited, a corporation incorporated under the laws of ● (the "**Purchaser**"),

- and -

BDO CANADA LIMITED, solely in its capacity as court appointed receiver of PTL Holdings Limited, PTL Services (Equipment) Limited, CSL Services (Industrial) Limited, & 9263357 Canada Inc. (collectively the "PTL Group") and not in its personal capacity

WHEREAS the parties hereto have entered into an asset purchase agreement dated as of June 14, 2018 (the "**Asset Purchase Agreement**"), pursuant to which BDO Canada Limited., solely in its capacity as court appointed receiver of PTL Holdings Limited, PTL Services (Equipment) Limited, CSL Services (Industrial) Limited, & 9263357 Canada Inc. (collectively the "**PTL Group**") and not its personal capacity (the "**Receiver**"), has agreed to assign all of the PTL Group's right, title, benefit and interest in and to the Assigned Contracts to the Purchaser, and the Purchaser has agreed to assume, perform and indemnify and hold harmless the Receiver and the PTL Group from the Assumed Liabilities, upon the terms and conditions set forth therein;

AND WHEREAS pursuant to Sections 6.02[(●)] and 6.03[(●)] of the Asset Purchase Agreement, the Purchaser and the Receiver are required to enter into and deliver this Agreement at the Time of Closing;

NOW THEREFORE in conjunction with and in consideration of the completion of the transactions to be effected at the Time of Closing as contemplated by the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Receiver and the Purchaser agree as follows:

ARTICLE 1 - INTERPRETATION

(a) Definitions

Unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

(b) Headings

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of, and Schedules to, this Agreement.

(c) Extended Meanings

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term "including" means "including without limiting the generality of the foregoing".

4. - ASSIGNMENT AND ASSUMPTION

(a) Assignment by the Purchaser

Upon and subject to the terms of the Asset Purchase Agreement, effective at the Time of Closing, the Receiver hereby assigns and transfers to the Purchaser all of The PTL Group's right, title, benefit and interest under or in respect of the Assigned Contracts.

(b) Assumption by the Purchaser

Upon and subject to the terms of the Asset Purchase Agreement, effective at the Time of Closing, the Purchaser hereby assumes and agrees to fulfill, perform and discharge the Assumed Liabilities.

(c) Release by the Purchaser

The Purchaser hereby: (i) unconditionally and irrevocably fully releases and discharges the Receiver and the PTL Group from any Claim which the Purchaser may now or hereafter have against the Receiver or PTL Group by reason of any matter or thing arising out of, or resulting from, any of the Assumed Liabilities, and (ii) agrees that the Purchaser will not make or take any Claim with respect to any matter released and discharged in this Section 4(c) which may result in any Claim against the Receiver or PTL Group for contribution or indemnity or other relief.

(d) Indemnity by the Purchaser

The Purchaser hereby indemnifies and saves harmless the Receiver on its own behalf and as trustee for its Affiliates and its and their current and former directors and officers, employees, agents, advisors, and representatives (collectively, the "Indemnitees") from and against all Claims asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with any of the Assumed Liabilities. The Purchaser appoints the Receiver as the trustee for the Indemnitees of the covenants of indemnification of the Purchaser with respect to such Indemnitees specified in this Section (d) and the Receiver accepts such appointment.

5. - GENERAL

(a) Further Assurances

The Receiver and the Purchaser will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

(b) Time of the Essence

Time is of the essence of this Agreement.

(c) Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties.

(d) Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

(e) Assignment

This Agreement may not be assigned by the Receiver or by the Purchaser without the consent of: (i) in the case of an assignment by the Receiver, the Purchaser; and (ii) in the case of an assignment by the Purchaser, the Receiver.

(f) Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and in accordance with Section [8.09] of the Asset Purchase Agreement.

(g) Governing Law

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

(h) Attornment

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Newfoundland and Labrador and the courts of the Province of Newfoundland and Labrador will have jurisdiction to entertain any action arising under this Agreement. The Receiver and the Purchaser each attorn to the jurisdiction of the courts of the Province of Newfoundland and Labrador.

(i) Appointment of Agent for Service

The Purchaser nominates, constitutes and appoints King Penney & Brown, Barristers and Solicitors, of the City of Corner Brook its true and lawful agent to accept service of process and to receive all lawful notices in respect of any action arising under this Agreement (other than any notice that is to be given by one party to another pursuant to Section 3.06). Until due and lawful notice of the appointment of another and subsequent agent in the Province of Newfoundland and Labrador has been given to and accepted by the Receiver, service of process or of papers and such notices upon Katrina E. Warren will be accepted by the Purchaser as sufficient service.

(j) Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

(k) Electronic Execution

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

(l) Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any of the parties.

[The balance of this page has been intentionally left blank]

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

Locke's Electrical Limited

Per: _____

Per: _____

**BDO CANADA LIMITED solely in its capacity
as receiver of PTL Holdings Limited, PTL
Services (Equipment) Limited, CSL Services
(Industrial) Limited, & 9263357 Canada Inc.,
and not in any other capacity**

Per: _____

Per: _____

EXHIBIT D

LANDS OWNED BY THE PTL GROUP

1. 21-23 Marine Drive, Southern Harbour, NL
2. 48 Alexander Gilbert Road, Come By Chance, NL

3. 20 Marine Drive, Southern Harbour, NL

July 10 2018

EXHIBIT E

MACHINERY AND EQUIPMENT

1. The machinery and equipment outlined in data room document 12.1 [12.0 Active Equipment.pdf] count rows 1-223
2. The seven (7) pieces of leased equipment outlined in data room document 12.2 [12.1 Leased Equipment.pdf] count rows 1-7

3. Excludes Row 9 - 2005 Freightliner 1FUJA6CK44LM58333
C. Kelly 2018

EXHIBIT F

PERMITTED ENCUMBRANCES

1. The Leases with respect to the seven (7) pieces of leased equipment outlined in data room document 12.2 [12.1 Leased Equipment.pdf] count rows 1-7 , in particular the lease with PACCAR Financial Ltd re count rows 1 and 2, the lease with CNH Industrial Capital Canada Ltd. re count rows 3 and 4, and the lease with CWB National Leasing Inc. (previously National Leasing Group Inc.) re count rows 5, 6 and 7

EXHIBIT G

OTHER EXCLUDED ASSETS

1. Outstanding Accounts Receivable at the time of closing

EXHIBIT H

ALLOCATION OF PURCHASE PRICE

1. For the Lands detailed in Exhibit D in addition to all structures, erections, improvements, appurtenances and fixtures situate on or forming part of the Lands – One Million Three Hundred Thousand (\$1,300,000.00) CDN
2. For the Machinery and Equipment listed in Exhibit E – Two Million Seven Hundred Seventy Thousand (\$2,770,000.00) CDN
3. For Inventories – Thirty Thousand (\$30,000.00) CDN
4. Assigned Contracts – nominal consideration (\$1.00)
5. For Intellectual Property – nominal consideration (\$1.00)

Total Purchase Price: Four Million One Hundred Thousand (\$4,100,000.00) CDN