



No. S240195
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, as amended

and

IN THE MATTER OF NEXII BUILDING SOLUTIONS INC.,
NEXII CONSTRUCTION INC, NBS IP INC., NEXII HOLDINGS INC., 4540514
CANADA INC., 1061660 B.C. LTD., 0592286 B.C. LTD, 0713447 B.C. LTD, AND 0597783
B.C. LTD.

PETITIONERS

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE)
) June 28, 2024
JUSTICE STEPHENS)

ON THE APPLICATION of KSV Restructuring Inc., in its capacity as the Court-appointed Monitor (in such capacity the "**Monitor**"), coming on for hearing at Vancouver, British Columbia, on the 28th day of June, 2024; AND ON HEARING from counsel of the Monitor, Michael Shakra and Andrew Froh, and those other counsel listed on **Schedule "A"** hereto, and no one else appearing although duly served; AND UPON READING, the material filed, including the Third Report of the Monitor dated June 24, 2024 (the "**Third Report**"); AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Asset Purchase Agreement dated June 21, 2024 between Nexii Building Solutions Inc., Nexii Construction Inc., NBS IP Inc. and Nexii Holdings Inc. (In such capacity, the "**Vendors**") and Nexiican Holdings Inc. (the "**Purchaser**") and Nexii, Inc. (together with the Purchaser and both in such capacity, the "**Purchaser Parties**"), a copy of which is attached hereto as **Schedule "B"** (the "**Sale Agreement**") and the Third Report of the Monitor.

2. The time for service of this Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

APPROVAL AND VESTING

3. The transactions (the “**Transaction**”) contemplated by the Sale Agreement are commercially reasonable and are hereby approved, with such minor amendments as the Petitioners may deem necessary with the consent of the Purchaser Parties, the Monitor and the DIP Lenders. The execution of the Sale Agreement by the Vendors is hereby authorized, ratified, and approved and the Vendors are 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 to the Purchaser and any permitted assignees under the Sale-Agreement of the Purchased Assets.
4. This Order shall constitute the only authorization required by the Vendors to proceed with the Transaction and no shareholder or other approvals shall be required in connection therewith.
5. The Monitor is hereby authorized to take such additional steps in furtherance of its responsibilities under the Sale Agreement and this Order and shall not incur any liability in taking such steps.
6. Upon the filing with this Court of the Monitor’s Certificate substantially in the form attached hereto as **Schedule “C”** (the “**Monitor’s Certificate**”), all of the Vendors’ right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple in the manner set forth in the Sale Agreement, and except as otherwise specified herein, free and clear of and from any security interest, debenture, lien, Claim, charge, right of retention, trust, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, assignment (as security), royalty interest, defect of title or adverse claim of any nature or kind, mortgage or right of a third party (including any contractual right, such as a purchase option, call or similar right of a third party in respect of securities, right of first refusal, right of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease) (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by any Order of this Court in the Petitioners’ CCAA proceeding commenced on January 11, 2024 (this “**CCAA Proceeding**”);
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia, the *Personal Property Security Act* of Ontario or any other personal property registry system in any jurisdiction, including the United States;

(c) all claims in respect of, or relating to, any Taxes, apart from Transfer Taxes, owing by the Petitioners as at the Closing Date or any Taxes assessed or that could be assessed in respect of the Petitioners their business, property and assets; and

(d) any other restrictions which may be applicable to the Purchased Assets,

(all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed in **Schedule “D”** hereto (the “**Permitted Encumbrances**”)), and, for greater certainty, all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

7. The Monitor may rely on written notice from the Vendors and the Purchaser Parties regarding the fulfilment of the conditions to Closing under the Sale Agreement and shall have no liability with respect to delivery of the Monitor’s Certificate.
8. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall stand in the place and stead of the Purchased Assets and, from and after the delivery of the Monitor’s Certificate, all Claims and Encumbrances shall attach to the Net Proceeds 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 had possession or control immediately prior to the sale.
9. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, or any other personal privacy legislation of another province where applicable to the Vendors, the Vendors and the Monitor are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company’s records pertaining to the Vendors’ 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 Vendors.
10. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, shall be delivered by the Vendors to the Purchaser and any permitted assignees under the Sale Agreement at the Closing Time, subject to the Permitted Encumbrances.
11. The Vendors, with the consent of the Purchaser Parties and the Monitor, shall be at liberty to extend the Closing Date to such later date according to the Sale Agreement without the necessity of a further Order of this Court.

12. Notwithstanding:
- (a) this CCAA Proceeding or the termination thereof;
 - (b) any applications for a bankruptcy order in respect of any or all of the Petitioners or now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA") and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the vesting of the Purchased Assets in the Purchaser and/or any permitted assignees under the Sale Agreement pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ASSUMED CONTRACTS

13. Except as expressly contemplated in the Sale Agreement and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any permitted assignees under the Sale Agreement and the counterparty to the Assumed Contract), all Assumed Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and completion of the Transaction, and no Person who is a party to an Assumed Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:
- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Petitioners or any of their affiliates);
 - (b) the insolvency of the Petitioners or any of their affiliates, or the fact that the Petitioners or any affiliate of the Petitioners sought or obtained relief under the CCAA;
 - (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Sale Agreement or

to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA Proceeding; or

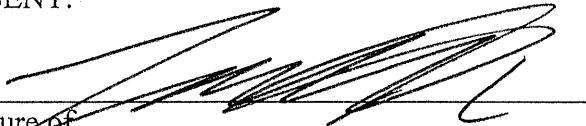
- (d) any transfer or assignment, or any change of control arising from the Sale Agreement or the Transaction or the provisions of this Order.
14. As of the Closing Time and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser and the counterparty to the applicable Assumed Contract) all Persons shall be deemed to have waived any and all defaults of the Vendors then existing or previously committed by the Vendors, or caused by the Vendors, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Petitioners and the extension of certain protections under the CCAA to the Vendors, the Sale Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 13 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.
15. From and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchaser Parties relating in any way to the Excluded Assets, Excluded Liabilities, Excluded Contracts, any Encumbrances (other than Permitted Encumbrances), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

GENERAL

16. This Court requests the aid and recognition of other Canadian and foreign Courts, tribunals, regulatory or administrative bodies, to act in aid of and to be complementary of this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners, the Vendors, the Purchasers, and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendors, the Purchaser Parties, and the Monitor and their respective agents in carrying out the terms of this Order.
17. The Petitioners, the Vendors, the Monitor, the Purchaser Parties and any permitted assignees under the Sale Agreement, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.

- 18. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.
- 19. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver Time on the Order Date (the "**Order Effective Time**").

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

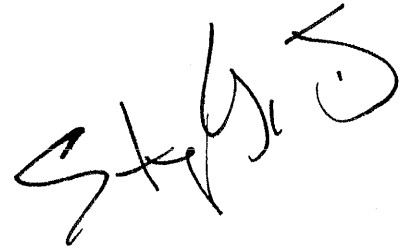


Signature of

Party Lawyer for KSV Restructuring Inc.

Bennett Jones LLP
(Michael Shakra)

BY THE COURT



REGISTRAR



Schedule "A"

List of Counsel

NAME	PARTY
Michael Shakra and Andrew Froh	The Monitor, KSV Restructuring Inc.
Kyle Plunkett (MS Teams)	Powerscourt Investments XXV, LP, Trinity Capital Inc., Powerscourt Investments XXV Trust, Horizon Technology Finance Corporation and Horizon Credit II LLC
Vicki Tickle	Counsel to the Purchaser Parties, Nexiican Holdings Inc. and Nexii, Inc.

Schedule "B"

Sale Agreement

(see attached)

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is made as of June 21, 2024 (the “**Effective Date**”),

BY AND AMONG:

NEXIICAN HOLDINGS INC., a corporation incorporated pursuant to the laws of British Columbia

(the “**Purchaser**”)

AND:

NEXII, INC., a corporation incorporated pursuant to the laws of the State of Delaware

(“**Nexii**”, and together with the Purchaser, the “**Purchaser Parties**”)

AND:

NEXII BUILDING SOLUTIONS INC., a corporation incorporated pursuant to the laws of British Columbia

(the “**Parent**”)

AND:

NEXII CONSTRUCTION INC., a corporation incorporated pursuant to the laws of British Columbia

(“**Construction**”)

AND:

NEXII HOLDINGS INC., a corporation incorporated pursuant to the laws of State of Delaware

(“**Holdings**”)

AND:

NBS IP INC., a corporation incorporated pursuant to the laws of British Columbia

(“**IP**”, and collectively with the Parent, Construction and Holdings, the “**Vendors**” and each a “**Vendor**”)

WHEREAS:

- A. Pursuant to the Order of the Honourable Justice Stephens of the Supreme Court of British Columbia (the “**Court**”) issued January 11, 2024 (as may be further amended or amended

and restated from time to time, the “**Initial Order**”), the Vendors were granted, among other things, creditor protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the “**CCAA**”), and KSV Restructuring Inc. was appointed as Monitor of the Vendors and certain related entities (collectively, the “**Petitioners**”), with certain enhanced powers (in such capacity, the “**Monitor**”);

- B. On January 11, 2024, the Parent (in its capacity as foreign representative) filed Verified Petitions for Recognition (the “**Recognition Petitions**”) of the proceedings initiated by the Initial Order (the “**CCAA Proceedings**”) in the United States Bankruptcy Court for the District of Delaware (the “**US Court**”), pursuant to Chapter 15 of the *United States Bankruptcy Code*, on January 17, 2024, the US Court granted an Order granting provisional relief pursuant to Section 1519 of the *United States Bankruptcy Code*, and on February 9, 2024, the US Court granted the relief sought in the Recognition Petitions.
- C. In connection with the CCAA Proceedings, on January 22, 2024, the Petitioners sought and obtained an order of the Court (the “**Sale Process Order**”), among other things, approving a sale process (the “**Sale Process**”) to be conducted by Origin Merchant Partners, under the oversight and with the assistance of the Monitor, to solicit interest in, and opportunities for, one or more or any combination of executable transactions involving the Vendors and/or the Vendors’ business operations as a going concern or otherwise;
- D. In accordance with the terms of the Sale Process, the Purchaser has submitted an offer to purchase the Purchased Assets (as defined herein) from the Vendors; and
- E. The Vendors wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendors, the Purchased Assets, subject to, and in accordance with, the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the “**Parties**”, and each, a “**Party**”) hereby acknowledge and agree as follows:

1. **INTERPRETATION.**

- 1.1 Definitions. Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

“**Accounts Receivable**” means the accounts receivable from customers and others derived from the Business existing as of the Closing Date, including accounts receivable previously written off, if any.

“**Affiliate**” means, as to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person in question. For the purposes of this definition, the concept of “control”, when used with respect to any specified Person, shall signify the possession of the power to direct the management and policies of such Person, whether through the ownership of voting securities or partnership or other.

“Agreement” means this asset purchase agreement, including any schedules or exhibits appended to this asset purchase agreement, in each case as may be supplemented, amended or amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor, and **“Section”** means and refers to the specified section and subsection of this Agreement.

“Applicable Law” means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code, directive, decree or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

“Approval and Vesting Order” means an order of the Court, in form and substance satisfactory to the Purchaser, the DIP Lenders, the Senior Secured Lenders, the Vendors and the Monitor, each acting reasonably, among other things, approving and authorizing this Agreement and the Transaction and vesting in the Purchaser (or as it may direct) all the right, title and interest of the Vendors in and to the Purchased Assets owned by the Vendors, free and clear of all Encumbrances, other than Permitted Encumbrances.

“Assignment and Assumption Agreement” means one or more assignment and assumption agreements evidencing the assignment to the Purchaser of the Vendors’ interest in, to and under the Assumed Contracts and the assumption by the Purchaser of all of the Assumed Liabilities, in form and substance satisfactory to the Parties, acting reasonably.

“Assumed Contracts” means the Contracts, commitments and other arrangements, including warranty agreements and undertakings of entities that have supplied to any Vendor products, as are more specifically identified on Schedule A (as such schedule may be modified in accordance with Section 2.3(a)).

“Assumed Liabilities” means (a) the Vendors’ Liabilities specifically and expressly designated as assumed Liabilities in Schedule B, which shall include for the avoidance of doubt the Assumed Secured Convertible Debt Obligations and the Assumed Secured Debt Obligations; (b) the Assumed Resale Warranty Obligations; and (c) all Liabilities of the Vendors which relate to the Business under any Assumed Contracts, Personal Property Leases and the Real Property Lease assigned to the Purchaser pursuant hereto, in each case solely in respect of the period from and after the Closing Time and not relating to any default existing prior to or as a consequence of Closing.

“Assumed Resale Warranty Obligations” means the Vendors’ outstanding and prospective rights, liabilities and obligations under the warranty obligations related to products purchased from third parties for resale to customers, but only to the extent that the reciprocal warranty agreements and undertakings of such third parties have been assigned to the Purchaser as Assumed Contracts, and further only to the extent such reciprocal warranty agreements and undertakings are sufficient to fully reimburse and indemnify the Purchaser for all direct and indirect cost, expenses and liabilities incurred by

the Purchaser in connection with any such warranty obligations.

“Assumed Secured Convertible Debt Obligations” means Twenty Million Dollars (\$20,000,000) comprised of and with respect to the following: (i) the outstanding amount owing to the DIP Lenders, less the Assumed Secured Debt Obligations, pursuant to the DIP Term Sheet (the **“Assumed Convertible DIP Obligations”**); and (ii) an amount equal to the outstanding amount owing to the Senior Secured Lenders, less the Assumed Convertible DIP Obligations, such that the aggregate amount of (i) and (ii) above equals Twenty Million Dollars.

“Assumed Secured Debt Obligations” means Two Million Dollars (\$2,000,000) of the outstanding amount owing to the DIP Lenders, pursuant to the DIP Term Sheet.

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

“Books and Records” means all files, documents, instruments, papers, emails, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including Tax and accounting books and records, used or intended for use by, and in the possession of the Vendors or any of their respective Affiliates solely in connection with the Business or ownership or operation of the Purchased Assets, including information, documents and records relating to the Assumed Contracts, the Assumed Liabilities, current and previously completed projects, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media, excluding the minute books and corporate records.

“Business” means the businesses carried on by the Vendors, including the Nexii Business and the VersiCharge Business, and does not include, for the avoidance of doubt, the business of the Omicron Group.

“Business Day” means a day on which banks are open for business in Vancouver, British Columbia, but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

“Cash Payment” has the meaning set out in Section 3.1.

“Cash Purchase Price” has the meaning set out in Section 3.3(b).

“CCAA” has the meaning set out in the recitals hereto.

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

“**Claims**” means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment or reassessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person, complaints, grievance, petition, application, charge, investigation, indictment, prosecution, judgement, debt, Liability, damage, or loss, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, known or unknown, disputed or undisputed, contractual, legal or equitable.

“**Closing**” means the closing and consummation of the Transaction.

“**Closing Date**” means the date that is two Business Days after the date upon which the conditions set forth in Section 7 have been satisfied or waived, other than any conditions set forth in Section 7 that by their terms are to be satisfied or waived at Closing (or such other earlier or later date as may be agreed by the Vendors and the Purchaser in writing, each acting reasonably); provided that the Closing Date shall be no later than the Outside Date.

“**Closing Time**” means 12:01 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

“**Common Stock**” means the Common Stock of Nexii, par value \$0.001.

“**Contracts**” means all pending and executory contracts, agreements, deeds, leases, understandings and arrangements (whether oral or written) to which any Vendor is a party or by which such entity is bound or in which such entity has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

“**Convertible Promissory Note**” means a convertible promissory note evidencing the Assumed Secured Convertible Debt Obligations.

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

“**Cure Costs**” means all amounts necessary to cure any monetary defaults as a condition to assuming the Assumed Contracts other than those monetary defaults arising only by reason of the Vendors’ insolvency, the commencement of the CCAA Proceedings, or the failure to perform a non-monetary obligation; or (b) pursuant to the Approval and Vesting Order and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to such Assumed Contract.

“**Deposit**” has the meaning set out in Section 3.3(a).

“**DIP Lenders**” means, collectively, Powerscourt Investments XXV, LP, Trinity Capital Inc. and Horizon Technology Finance Corporation in their capacity as interim lenders

pursuant to the debtor-in-possession term sheet dated as of January 9, 2024 (as amended from time to time) (the “**DIP Term Sheet**”).

“**DIP Term Sheet**” has the meaning set out in the definition of DIP Lenders.

“**Effective Date**” has the meaning set out in the preamble hereto.

“**Employee**” means any individual who is employed by a Vendor and in such capacity provided services to any of the Vendors immediately prior to the Closing Date.

“**Encumbrance**” means any security interest, debenture, lien, Claim, charge, right of retention, trust, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, assignment (as security), royalty interest, defect of title or adverse claim of any nature or kind, mortgage or right of a third party (including any contractual right, such as a purchase option, call or similar right of a third party in respect of securities, right of first refusal, right of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

“**Exchange Agreement**” means an agreement among Nexii, the DIP Lenders and the Senior Secured Lenders pursuant to which the DIP Lenders and the Senior Secured Lenders will, following the purchase by the Purchaser of the Purchased Assets, purchase and subscribe for 1,000 shares of Preferred Stock, in exchange for the cancellation of the Assumed Secured Convertible Debt Obligations and substantially in the form of Exhibit A attached hereto.

“**Excise Tax Act**” means the *Excise Tax Act*, RSC, 1985, c. E-15.

“**Excluded Assets**” means: (a) the Purchase Price and Vendors’ other rights under this Agreement; (b) any document prepared by any Vendor for the purpose of informing its management about the sale of the Purchased Assets, and any documents containing information about the Business which is combined or consolidated with other information of any Vendor (except that Vendors shall deliver to the Purchaser a written transcript of any information contained in such documents necessary to comply with Vendors’ representations under Section 4.1 hereof); (c) all of the Vendors’ privileged communications, oral or written, between Vendors’ officers, directors or employees, on the one hand, and the Vendors’ legal counsel (both inside and outside counsel) on the other hand; (d) the Excluded Contracts; and (e) any other assets of the Vendors that are not Purchased Assets, including the assets listed in Schedule F.

“**Excluded Contracts**” means those contracts and other agreements of any of the Vendors that are not Assumed Contracts.

“**Excluded Liabilities**” means those Liabilities of the Vendors that are not Assumed Liabilities, including but not limited to: (a) the Vendors’ outstanding and prospective rights, liabilities and obligations under the warranty obligations related to products

manufactured, fabricated or sold (other than Assumed Resale Warranty Obligations) by any Vendor; (b) all existing and future liabilities of Vendors, whether arising under contract, tort, equity or otherwise, related to products manufactured, fabricated or sold by any Vendor, except for such liabilities expressly assumed by the Purchaser hereunder; (c) all obligations of any Vendor arising and required to be performed prior to the Closing Date under the Assumed Contracts; (d) all liabilities related to the Employees of any Vendor, including termination costs and accrued benefits relating to service of the Employees prior to the Closing Date; (e) any obligation of any Vendor in respect of Taxes (or the non-payment thereof) arising from, or in connection with, the operation of the Business up to the Closing or arising out of the sale by the Vendors of the Purchased Assets pursuant hereto; (f) any Liability, Contract, commitment or other obligation of any Vendor, the existence of which constitutes or will constitute a breach of any representation or warranty of Vendors contained in or made pursuant to Section 4.1 hereof; (g) Open Purchase Commitments; and (h) the liabilities listed in Schedule C.

“General Conveyance” means one or more general conveyances evidencing the conveyance to the Purchaser of the Vendors’ interest in and to the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably.

“Governmental Authority” means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), judicial body, regulatory authority, tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation having jurisdiction over the Vendors, the Purchaser, the Purchased Assets or the Assumed Liabilities.

“GST/HST” means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

“Income Tax Act” means the *Income Tax Act*, RSC, 1985, c.1, as amended.

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

“Intellectual Property” means all of the Vendors’ proprietary intellectual property rights including, without limitation, all patents, patent applications, patent licenses, trademarks, trade names (whether or not registered) and registrations and applications therefor, trade secrets, technology, know-how, formulae (including Proprietary Formulae), designs and drawings, computer software, slogans, copyrights, processes and other similar intangible property and rights, as more specifically set forth on Schedule E.

“Interim Period” means the period beginning on the Effective Date and ending at the Closing Time.

“Inventory” means all of the Vendors’ packaging, finished goods, spare parts, work in process, stockroom inventory, inventory in transit and raw materials, wherever located.

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

“Loan Agreement” has the meaning set out in section 6.3.

“Monitor” has the meaning set out in the recitals hereto.

“Monitor’s Certificate” means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties that all conditions of Closing have been satisfied or waived by the applicable Parties and that the Monitor has received the Deposit and the Cash Purchase Price.

“Nexii Business” means the manufacture, sale and installation of proprietary Nexiite construction panels.

“Omicron Group” means 4540514 Canada Inc. f/k/a Omicron Canada Inc. , 1061660 B.C. Ltd. f/k/a Omicron Construction Management Ltd., 0592286 B.C. Ltd. f/k/a Omicron Consulting Ltd., 0713447 B.C. Ltd. f/k/a Omicron Interiors Ltd. and 0597783 B.C. Ltd f/k/a Omicron Construction Ltd.

“Open Purchase Commitments” means outstanding Purchase Orders for merchandise ordered for the Business prior to the Closing Date in the ordinary course of business and consistent with past practices which has not been delivered and consequently does not constitute Inventory as listed on Schedule A.

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

“Outside Date” means 11:59 pm (Vancouver time) on August 15, 2024, or such later date and time as the Vendors, with the consent of the Monitor, and the Purchaser may agree to in writing.

“Parties” has the meaning set out in the recitals hereto.

“Party” has the meaning set out in the recitals hereto.

“Permitted Encumbrances” means all security interests and other interests arising exclusively under the Assumed Contracts, if any.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or

without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

“Personal Property Leases” means the leases of Tangible Personal Property listed on Schedule A, together with any options to purchase the underlying property.

“Petitioners” has the meaning set out in the recitals hereto.

“Preferred Stock” means the Series A Preferred Stock of Nexii, par value \$0.001.

“Proprietary Formulae” means all proprietary formulae for the manufacture of Vendor’s products including Nexiite and all components thereof.

“Purchased Assets” means the business, assets, properties, contractual rights, goodwill, rights and claims of the Vendors related to the Business on the Closing Date, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the Books and Records, including, without limitation, the following: (a) Tangible Personal Property; (b) Inventory; (c) Accounts Receivable; (d) the Assumed Contracts; (e) the Books and Records; (f) the Intellectual Property; (g) rights in the internet domain names and social media accounts listed on Schedule E and all content on the associated website or account, customer lists and related customer records and marketing, vendor lists, franchises and distribution rights (including without limitation, all rights under any franchise and/or distribution agreements), technical information, telephone numbers, post office boxes, rights, trade secrets, know-how, files, sales and other literature and other interests in property owned by any Vendor and used in connection with the Business or the Purchased Assets; (h) all prepaid and deferred items of any Vendor existing as of the Closing Date, including prepaid rentals, taxes and unbilled charges and deposits; (i) to the extent assignable, all licenses, permits, certificates of authority, Authorizations, approvals, registrations, franchises, rights, orders and similar consents or certificates granted or issued by any governmental or regulatory authority (state, provincial, federal or local) and any product certifications issued by any third party certifiers, all such items, whether assignable or not, listed on Schedule E; (j) to the extent assigned to the Purchaser, all Personal Property Leases and the Real Property Lease and any deposits paid in connection therewith; (k) all Purchase Orders; and (l) all of the Vendors’ cash and cash equivalents as of the Closing Time; in each case, other than the Excluded Assets.

“Purchase Orders” means all agreements, whether written or oral, for the sale of goods or services by Vendors, to be completed by any Vendor after Closing, as set forth on Schedule A.

“Purchase Price” has the meaning set out in Section 3.1.

“Purchaser” shall have the meaning set out in the recitals hereto.

“Purchaser Parties” shall have the meaning set out in the recitals hereto and **“Purchaser Party”** means any one of them.

“Real Property Lease” means, collectively, the lease dated for reference October 5, 2017 between BCR Properties Ltd., as landlord, and Westcoast Outbuildings Inc., as tenant, the assignment, consent and modification of lease dated December 20, 2019 among Westcoast Outbuildings Inc., by its trustee in bankruptcy, McEown and Associates Ltd., as assignor, the Parent as Assignee, and BCR Properties Ltd., as landlord, and the lease expansion and modification agreement dated as of April 8, 2020 between BCR Properties Ltd., as landlord, and the Parent, as tenant.

“Sale Process” has the meaning set out in the recitals hereto.

“Sale Process Order” has the meaning set out in the recitals hereto.

“Secured Term Promissory Notes” means secured term promissory notes in favour of the DIP Lenders in the aggregate amount of \$2,000,000 with respect to the Assumed Secured Debt Obligations.

“Senior Secured Lenders” means, collectively, Powerscourt Investments XXV, LP, Trinity Capital Inc., Powerscourt Investments XXV Trust, Horizon Technology Finance Corporation and Horizon Credit II LLC, pursuant to, among other things, the amended and restated venture loan and security agreement dated as of June 8, 2022 (as amended from time to time).

“Subscription Agreement” a subscription agreement pursuant to which the DIP Lenders and the Senior Secured Lenders will purchase and subscribe for 200,000 shares of Common Stock and substantially in the form of Exhibit B attached hereto.

“Tangible Personal Property” means all of the Vendors’ machinery, equipment (including production equipment, merchandising equipment, tools, spare parts, computer equipment and computer programs), fixtures, and other tangible personal property.

“Taxes” means, with respect to any Person, all national, federal, provincial, state, local, or foreign taxes, charges, fees, levies or other assessments, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, land transfer, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties, fees, assessments, imposts, levies and other charges of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, fines, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“Transaction” means, collectively, all of the transactions contemplated by this Agreement, including the purchase and sale of the Purchased Assets.

“**Transfer Taxes**” means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges imposed by a Governmental Authority, including any related penalties and interest, in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST, but excluding, for certainty, income tax.

“**Vendor**” and “**Vendors**” have the meanings set out in the recitals hereto.

“**VersiCharge Business**” means the design, manufacture, sale and installation of electric vehicle charging stations.

- 1.2 Interpretation Not Affected by Headings, etc. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.3 General Construction. The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement as a whole and not to any particular section hereof. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- 1.4 Extended Meanings. Words importing the singular include the plural and vice versa and words importing gender include all genders. The term “including” means “including, without limitation,” and such terms as “includes” have similar meanings and the term “third party” means any other Person other than the Vendors or the Purchaser, or any Affiliates thereof.
- 1.5 Currency. All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.
- 1.6 Statutes. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.
- 1.7 Schedules and Exhibits. The following schedules and exhibits are attached hereto and incorporated herein by reference and form part of this Agreement:

Schedule A	Assumed Contracts
Schedule B	Assumed Liabilities
Schedule C	Excluded Liabilities
Schedule D	Purchase Price Allocation
Schedule E	Purchased Assets
Schedule F	Excluded Assets
Schedule G	GST/HST Registration Numbers

Exhibit A	Form of Exchange Agreement
Exhibit B	Form of Subscription Agreement
Exhibit C	Form of FF&E Storage Agreement

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

2. PURCHASE AND SALE OF PURCHASED ASSETS.

2.1 Purchase and Sale of Purchased Assets. At the Closing Time, subject to the terms and conditions of this Agreement, the Vendors shall sell, assign, transfer and convey to the Purchaser, and the Purchaser shall purchase and assume from the Vendors, all of the Vendors' right, title and interest in, to and under the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

2.2 Transfer of Purchased Assets and Assumption of Liabilities. Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, legal and beneficial ownership of the Purchased Assets shall transfer from the Vendors to the Purchaser upon Closing, and the Purchaser agrees to assume, discharge, perform and fulfill all of the Assumed Liabilities from and after the Closing Date.

2.3 Assumed Contracts.

(a) From and after the date hereof until the date that is seven days prior to the date upon which the application for the granting of the Approval and Vesting Order is scheduled to be heard by the Court, the Purchaser shall be entitled to make additions, deletions and modifications to the Contracts classified as Assumed Contracts pursuant to this Agreement, in their sole discretion, following consultation with the Vendors and the Monitor. For greater certainty: (i) any Assumed Contract subsequently designated by the Purchaser as an Excluded Contract after the date of this Agreement shall be deemed to no longer be an Assumed Contract, and shall be an Excluded Contract; and (ii) any Contract subsequently designated by the Purchaser as an Assumed Contract after the date of this Agreement shall be deemed an Assumed Contract for the purposes of this Agreement.

(b) From and after the date hereof until the Closing Date, each of the Parties shall use reasonable commercial efforts to obtain, as may be required by the terms of such Assumed Contracts, all consents and approvals required to assign to the Purchaser the Assumed Contracts that are material to the Business, as determined by the Purchaser and the Vendors, each acting reasonably.

- (c) To the extent that any Assumed Contract is not assignable without the consent or approval of the counterparty or any other Person, and such consent or approval has not been obtained by the date that is ten days prior to the Closing Date: (i) the Vendors' interest in, to and under such Assumed Contract may be conveyed to the Purchaser pursuant to the Approval and Vesting Order.
- 2.4 Excluded Liabilities. The Purchaser shall not assume or be liable, directly or indirectly, or otherwise responsible for any Excluded Liabilities.
3. **PURCHASE PRICE.**
- 3.1 General. The aggregate consideration payable by the Purchaser for the Purchased Assets shall be equal to the total value of the following (without duplication):
- (a) \$500,000 in cash at Closing (the "**Cash Payment**"); and
- (b) assumption of the Assumed Liabilities
- (collectively, the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3. The Purchase Price shall not be subject to any claim for set-off, reduction or adjustment or any similar claim or mechanism of any kind whatsoever.
- 3.2 Allocation of the Purchase Price. The Purchaser and the Vendors agree that the Purchase Price shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) in accordance with Schedule D and agree that the values so attributed to the Purchased Assets are the respective fair market values thereof. To the extent the precise amount of any component of such allocation cannot be finally determined as at Closing, the Parties shall determine such amount forthwith following Closing in accordance with Schedule D. The Parties shall timely file all Tax returns (including amended returns and claims for refund) in a manner consistent with such allocation.
- 3.3 Satisfaction of Purchase Price. The Purchaser shall pay the Purchase Price in accordance with the following.
- (a) Deposit. The Parties acknowledge that concurrently with the execution of this Agreement the Purchaser has paid a deposit in the amount of \$250,000 (the "**Deposit**"), which Deposit is being held by the Monitor in trust, and, subject to Section 8.2, shall (inclusive of all interest earned thereon, if any) be credited against the Cash Payment at Closing. The Purchaser consents to the Vendors or the Monitor using up to \$200,000 of the Deposit prior to Closing to fund accrued vacation and sick days of employees of the Vendors whose employment is being terminated in connection with the transaction contemplated by this Agreement but, for the avoidance of doubt, none of the Deposit shall be used for any other purpose prior to Closing.
- (b) Balance of the Cash Payment. An amount equal to the Cash Payment less the Deposit (the "**Cash Purchase Price**") shall be paid in cash by the Purchaser to the Monitor on the Closing Date, by wire transfer of immediately available funds.

- (c) Assumed Liabilities. An amount equal to the value of the Assumed Liabilities, which the Purchaser shall assume, on the Closing Date, shall be satisfied by the Purchaser paying, performing, and/or discharging such Assumed Liabilities as and when they become due.

3.4 Taxes. The Parties agree that:

- (a) The Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Purchased Assets. The Purchaser and the Vendors shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation; provided further that the Parties shall reasonably cooperate in availing themselves of any available Tax elections or exemptions from any collection of (or otherwise reduce) any such Transfer Taxes.
- (b) Where the Vendors are required under Applicable Law to collect or pay Transfer Taxes, the Purchaser will pay the amount of such Transfer Taxes to the Monitor (on behalf of the Vendors) at Closing.
- (c) Except where the Vendors are required under Applicable Law to collect or pay such Transfer Taxes, the Purchaser shall pay such Transfer Taxes directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Transfer Taxes when due. The Vendors will do and cause to be done such things as are reasonably requested to enable the Purchaser to comply with such obligation in a timely manner. If the Vendors are required under Applicable Law to pay any such Transfer Taxes which are not paid by the Purchaser at Closing, the Purchaser shall promptly reimburse the Vendors the full amount of such Transfer Taxes upon delivery to the Purchaser of copies of receipts showing payment of such Transfer Taxes.
- (d) Notwithstanding the foregoing, if available, the Purchaser and the Vendors (or the Monitor on their behalf) shall jointly execute an election or elections under section 167 of the *Excise Tax Act* in connection with the transfer of the Purchased Assets contemplated herein, and the Purchaser shall file such election(s) with their applicable Tax returns for the reporting period in which the sale of the Purchased Assets takes place. Any GST/HST incurred in connection with the purchase and sale of the Purchased Assets contemplated by this Agreement, including where an election pursuant to subsection 167(1) of the *Excise Tax Act* is not or cannot be validly made in respect of the Purchased Assets, shall be borne by the Purchaser, as applicable.
- (e) The Purchaser and the Vendors (or the Monitor on their behalf) agree to, at the option of the Purchaser, elect jointly in the prescribed form under Section 22 of the *Income Tax Act* as to the sale of the Accounts Receivable of the Vendors and other assets that are described in section 22 of the *Income Tax Act* and to designate in such election an amount equal to the portion of the Purchase Price allocated to such assets pursuant to Section 3.2 as the consideration paid by the Purchaser therefor.

- (f) The Vendors and the Purchaser acknowledge that the Purchaser has agreed to assume the Assumed Liabilities. To the extent that the Vendors have received amounts in respect of services not rendered or goods not delivered in respect of the Assumed Liabilities, in each case prior to the Closing, the Purchased Assets having a fair market value equal to those amounts are transferred to the Purchaser as payment for the Purchaser's agreement to assume a corresponding amount of the Assumed Liabilities relating to those services or goods, and the Purchaser and the Vendors (or the Monitor on their behalf), as applicable, shall jointly elect pursuant to subsection 20(24) of the *Income Tax Act* and under any similar provision of any applicable provincial legislation. The applicable Vendors and the Purchaser shall file such election, along with any documentation necessary or desirable to give effect to such election, with the Canada Revenue Agency and any other appropriate taxation authority within the prescribed time periods.
- (g) The Purchaser shall not be obliged to pay any Taxes by any Governmental Authority on any of the Vendors or the Business, or with respect to the Purchased Assets, in each case due or owing with respect to any taxable period (or portion thereof) ending on or prior to the Closing Date.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Representations and Warranties of the Vendors. The Vendors hereby represent and warrant as of the date hereof and as of the Closing Time as follows, and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

- (a) *Incorporation and Status.* The Parent, Construction and IP are corporations incorporated and existing under the *Business Corporations Act* (British Columbia) and are in good standing under such statute. Holdings is a corporation incorporated and existing under the laws of the State of Delaware and is in good standing under such statute. Each Vendor has the power and authority to enter into, deliver and perform their obligations under this Agreement.
- (b) *Corporate Authorization.* The execution, delivery and, subject to obtaining of the Approval and Vesting Order in respect of the matters to be approved therein, performance by the Vendors of this Agreement has been authorized by all necessary corporate action on the part of the Vendors.
- (c) *Execution and Binding Obligation.* This Agreement has been duly executed and delivered by the Vendors and constitutes a legal, valid and binding obligation of the Vendors, enforceable against them in accordance with its terms, subject only to obtaining the Approval and Vesting Order and except as such enforceability may be limited by general principles of equity.
- (d) *Residence of Vendors.* No Vendor, other than Holdings, is a non-resident of Canada within the meaning of the *Income Tax Act*.

- (e) *No Consents or Authorizations.* Subject only to obtaining the Approval and Vesting Order, and any consents, approvals, or waivers required in connection with the assignment of the Assumed Contracts, no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the Vendors' execution, delivery or performance of this Agreement and each of the agreements to be executed and delivered by the Vendors hereunder, or the sale of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that: (i) have already been obtained; or (ii) the absence of which would not, individually or in the aggregate, have a material and adverse effect on the Purchased Assets or materially delay or impair the ability of the Vendors to consummate the Transaction.
- (f) *Brokers' or Finders' Fees.* No Vendor has incurred any obligation or Liability, contingent or otherwise, for any broker's or finder's fees or commissions in respect of this Transaction for which the Purchaser shall have any obligation or liability to pay.
- (g) *No Proceedings.* There are no proceedings pending or, to the knowledge of the Vendors, threatened against the Vendors before any Governmental Authority, which prohibit or seek to enjoin, delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or that would reasonably be expected to delay, restrict or prevent the Vendors from fulfilling any of their obligations set forth in this Agreement.
- (h) *GST/HST Registration.* Each of the Vendors except Holdings are, or prior to Closing will be, registrants for purposes of GST/HST, and their registration numbers are set forth on Schedule G.

4.2 Representations and Warranties of the Purchaser Parties. Each of the Purchaser Parties hereby represents and warrants to and in favour of the Vendors as of the date hereof and as of the Closing Time, and acknowledges that the Vendors are relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

- (a) *Incorporation and Status.* Nexii is a corporation incorporated and existing under the laws of the State of Delaware, and in good standing under such statutes and has the power and authority to enter into, deliver and perform its obligations under this Agreement. The Purchaser is a corporation incorporated and existing under the laws of the Province of British Columbia, and in good standing under such statutes and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) *Corporate Authorization.* The execution, delivery and performance by such Purchaser Party of this Agreement has been authorized by all necessary corporate action on the part of such Purchaser Party.

- (c) *No Conflict.* The execution, delivery and performance by such Purchaser Party of this Agreement does not (or would not with the giving of notice, the lapse of time, or both) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of such Purchaser Party.
- (d) *Execution and Binding Obligation.* This Agreement has been duly executed and delivered by such Purchaser Party and constitutes a legal, valid and binding obligation of such Purchaser Party, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or similar Applicable Laws affecting creditors' rights generally and by general principles of equity.
- (e) *No Proceedings.* There are no proceedings pending, or to the knowledge of such Purchaser Party, threatened, against such Purchaser Party before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent such Purchaser Party from fulfilling any of its obligations set forth in this Agreement.
- (f) *No Consents or Authorizations.* Subject only to obtaining the Approval and Vesting Order, and any consents, approvals, or waivers required in connection with the assignment of the Assumed Contracts, no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with such Purchaser Party's execution, delivery or performance of this Agreement and each of the agreements to be executed and delivered by such Purchaser Party hereunder, or the purchase of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that: (i) have already been obtained; or (ii) the absence of which would not, individually or in the aggregate have a material effect on or materially delay or impair the ability of such Purchaser Party to consummate the Transaction.
- (g) *Brokers' or Finders' Fees.* Such Purchaser Party has not incurred any obligation or Liability, contingent or otherwise, for any broker's or finder's fees or commissions in respect of this Transaction for which the Vendors shall have any obligation or liability to pay.
- (h) *Solvency.* Such Purchaser Party has not committed an act of bankruptcy, is insolvent, has proposed a compromise or arrangement to its creditors generally, has had any application for a bankruptcy or similar creditor enforcement order filed against it, has taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has had an encumbrancer take possession of any of its property, or has had any execution or distress become enforceable or levied against any of its property.

- (i) GST/HST Registration. The Purchaser is, or prior to Closing will be, a registrant for purposes of GST/HST, and its registration number is set forth on Schedule G.
- 4.3 As is, Where is. The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Assets shall be sold and delivered to the Purchaser, and the Assumed Liabilities shall be assumed by the Purchaser, on an “*as is, where is*” basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, the Purchaser acknowledges and agrees that: (a) no representation, warranty or condition is expressed or can be implied as to title, Encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever in connection with the Transaction, including with respect to the Purchased Assets or the Assumed Liabilities; and (b) the Monitor has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the Transaction, including with respect to the Purchased Assets or the Assumed Liabilities. The disclaimer in this Section 4.3 is made notwithstanding the delivery or disclosure to the Purchaser or its directors, officers, employees, agents or representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement). Without limiting the generality of the foregoing and unless and solely to the extent expressly set forth in this Agreement or in any documents required to be delivered pursuant to this Agreement, any and all conditions, warranties or representations, expressed or implied, pursuant to Applicable Law cannot be relied on by the Purchaser and are hereby expressly waived by the Purchaser. The Purchaser further acknowledges, agrees and confirms that it has conducted its own investigations, due diligence and analysis in satisfying itself as to all matters relating to the Vendors and their assets, liabilities and Business, including without limitation, the Purchased Assets and the Assumed Liabilities. Until Closing, the Purchased Assets shall remain at the risk of the Vendors. After Closing occurs, the Purchased Assets shall be at the sole risk of the Purchaser regardless of the location of the Purchased Assets.

5. COVENANTS.

- 5.1 Closing Date. The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.
- 5.2 Application for Approval and Vesting Order. As soon as practicable after the Parties’ execution of this Agreement, the Vendors or the Monitor shall serve and file with the Court for an application seeking the issuance of the Approval and Vesting Order seeking relief that will, *inter alia*, approve this Agreement and the Transaction. The Purchaser shall cooperate with the Vendors and/or the Monitor, as applicable, in their efforts to obtain the issuance and entry of the Approval and Vesting Order.
- 5.3 Interim Period. During the Interim Period, except (a) as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), (b) as necessary in connection with the CCAA Proceedings, (c) as otherwise provided in the Initial Order and any other Court orders prior to the Closing Time, or (d) as consented to by the Purchaser and the Vendors, such consent not to be unreasonably withheld,

conditioned or delayed, the Vendors shall use commercially reasonable efforts to continue to maintain the Purchased Assets in substantially the same manner as on the Effective Date, and shall not take any material action with respect to the Business, the Purchased Assets or the Assumed Liabilities without the consent of the Purchaser (such consent not to be unreasonably withheld, delayed or conditioned). Without limiting the generality of the foregoing, all cash and cash equivalents of the Vendors shall be maintained by the Vendors and not distributed or otherwise used, other than to fulfill ongoing obligations to employees or under the Assumed Contracts, in each case in the ordinary course. During the Interim Period, upon not less than 2 Business Days' notice and subject at all times to the workplace rules, policies, procedures, standards and supervision of the Vendors, the Vendors shall give to the Purchaser and its representatives, at the sole cost, expense and risk of the Purchaser and its representatives (as applicable), reasonable access during normal business hours to the records and personnel of the Vendors, to conduct such investigations and inspections as the Purchaser reasonably deems necessary or desirable and the Vendors shall co-operate reasonably in facilitating such investigations and inspections and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser. During the Interim Period, the Vendors shall provide the Purchaser with notice of any Contracts proposed to be entered into by the Vendors and, if any such Contract is entered into, the Purchaser may elect to have any such Contracts become "Assumed Contracts" hereunder.

5.4 Insurance Matters. Until Closing, the Vendors shall keep in full force and effect all existing insurance policies in relation to the Purchased Assets (if any) and give any notice or present any Claim under any such insurance policies consistent with past practice of the applicable Vendor in the ordinary course of business.

5.5 Employee Matters.

- (a) The Vendors will provide to the Purchaser such information with respect to the Employees as may be reasonably required for the Purchaser to comply with their obligations under this Section 5.5.
- (b) The Vendors will terminate the Employees' employment with the Vendors prior to the Closing Date, and the Vendors shall be solely liable to the Employees for any entitlements in respect of such termination, including any entitlements arising under the *Employment Standards Act* (British Columbia), employment contracts or the common law. All liabilities to all Employees in respect of any services rendered or disputes or claims in respect of matters arising or occurring prior to the Closing Date shall be the sole liability of the Vendors.
- (c) The Purchaser, or its Affiliates, in their sole discretion shall be entitled to make written offers of employment to Employees, which offers of employment will be conditional on Closing. Any employment offer made by the Purchaser or its Affiliates to Employees shall be in a form prepared by the Purchaser or its Affiliates, and on terms and conditions of employment as the Purchaser or its Affiliates may determine in its sole discretion. For greater certainty, the Purchaser or its Affiliates shall have no obligation to make any offer of employment to any of

the Employees, or the assume the Vendors' contractual obligations or liabilities with respect to the Employees.

- (d) The Vendors shall cooperate with the Purchaser or its Affiliates to facilitate meetings between the Purchaser or its Affiliates and the Employees for purposes of discussing the possibility of future employment with the Purchaser or its Affiliates and to facilitate any written employment offers.

5.6 Actions to Satisfy Closing Conditions.

- (a) Vendors agree to take all commercially reasonable actions so as to ensure that the conditions set forth in Section 7.1 and Section 7.2 are satisfied on or prior to the Closing Date; and
- (b) The Purchaser agrees to take all commercially reasonable actions so as to ensure that the conditions set forth in Section 7.1 and Section 7.3 are satisfied on or prior to the Closing Date.

5.7 Change of Vendors' Names. The Vendors shall, and the Monitor shall take all action required to cause the Vendors to, immediately following Closing, change the Vendors' names to names which do not include the word "Nexii", or any derivative thereof and shall seek approval of such name changes in the Approval and Vesting Order.

5.8 Cash Received Post-Closing. Following Closing, if the Vendors receive any payments earned by the Vendors under an Assumed Contract, they shall promptly pay such amounts over to the Purchaser.

6. **CLOSING ARRANGEMENTS.**

6.1 Closing. Closing shall take place electronically on the Closing Date effective as of the Closing Time (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

6.2 Vendors' Closing Deliveries. At the Closing Time, the Vendors shall deliver or cause to be delivered to the Purchaser the following:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (b) a true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (c) the Tax election(s) contemplated by Section 3.4(d), executed by the Vendors, as applicable;
- (d) resolutions of the directors of each Vendor authorizing the Transaction;

- (e) a General Conveyance in respect of the Purchaser, each executed by the applicable Vendor(s);
- (f) an Assignment and Assumption Agreement in respect of the Purchaser, executed by the applicable Vendor(s);
- (g) a report from a qualified technical analyst, to the satisfaction of the Purchaser and to be paid for by the Purchaser, attesting to the accuracy and completeness of all Proprietary Formulae and authorizing such analyst to release the Proprietary Formulae to the Purchaser on Closing;
- (h) a certificate of an officer of each Vendor dated as of the Closing Date confirming that all of the representations and warranties of such Vendor contained in this Agreement are true (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that such Vendor has performed in all material respects the covenants to be performed by it prior to the Closing Time; and
- (i) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser's Closing Deliveries. At or before the Closing (as applicable), the Purchaser or Nexii, as applicable, shall deliver or cause to be delivered to the Vendors (or to the Monitor, as applicable), the following:

- (a) the Cash Payment;
- (b) if applicable, payment to the Monitor (or evidence of payment by the Purchaser to the relevant Governmental Authorities) of all Transfer Taxes required by Applicable Law to be collected on Closing, in accordance with Section 3.4;
- (c) the Tax election(s) contemplated by Section 3.4(d), executed by the Purchaser;
- (d) resolutions of the directors of the Purchaser authorizing the Transaction;
- (e) a General Conveyance, executed by the Purchaser;
- (f) an Assignment and Assumption Agreement, executed by the Purchaser;
- (g) the Secured Term Promissory Notes duly executed by the Purchaser, in form and substance mutually satisfactory to the DIP Lenders, the Senior Secured Lenders and the Purchaser at least 3 days prior to Closing;
- (h) a security agreement in favour of Horizon Technology Finance Corporation as collateral agent for the DIP Lenders (in such capacity the "Collateral Agent"), duly executed by the Purchaser;

- (i) an intellectual property security agreement in favour the Collateral Agent, duly executed by the Purchaser;
- (j) the Convertible Promissory Note, duly executed by Nexii, in form and substance mutually satisfactory to the DIP Lenders, the Senior Secured Lenders and the Purchaser at least 3 days prior to Closing.
- (k) a loan agreement evidencing the Secured Term Promissory Notes (the "**Loan Agreement**"), in form and substance mutually satisfactory to the Purchaser, the DIP Lenders and the Senior Secured Lenders at least 3 days prior to Closing.
- (l) the Subscription Agreement duly executed by Nexii;
- (m) the Exchange Agreement duly executed by Nexii;
- (n) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time; and
- (o) such other agreements, documents and instruments as may be reasonably required by the Vendors to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7. CONDITIONS OF CLOSING.

7.1 Conditions Precedent to the Obligations of the Parties. The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) *Approval and Vesting Order.* The Approval and Vesting Order shall have been issued, entered, and any applicable appeal period shall have lapsed, and the Approval and Vesting Order shall be executory and not be the object of any appeal or application.
- (b) *Transaction Recognition Order.* The US Court shall have granted an order (the "**Transaction Recognition Order**") recognizing the Approval and Vesting Order, and any applicable appeal period shall have lapsed, and the Transaction Recognition Order shall be executory and not be the object of any appeal or motion.
- (c) *No Order.* No Applicable Law and no final or non-appealable judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction.

- (d) *No Restraint.* No application, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (e) *Monitor's Certificate.* The Monitor shall have provided an executed copy of the Monitor's Certificate confirming that all conditions to Closing have either been satisfied or waived by both the Purchaser and the Vendors.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in this Section 7.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

7.2 Conditions Precedent to the Obligations of the Purchaser. The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) *Vendors' Deliverables.* The Vendors shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.
- (b) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 4.1 shall be true and correct: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (c) *No Breach of Covenants.* The Vendors shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendors on or before the Closing Date.
- (d) *Services Agreement.* The Purchaser shall have entered into an agreement with one or more of 15925347 Canada Inc., 1474480 B.C. Ltd., 1474737 B.C. Ltd., 147471 B.C. Ltd., 1464115 B.C. Ltd. and 1474484 B.C. Ltd. (collectively, "**New Omicron**"), on terms acceptable to the Purchaser, acting reasonably, for the provision of certain services by New Omicron, their affiliates and/or their principals to the Purchaser following Closing.
- (e) *Hazleton FF&E Storage Agreement.* The Purchaser shall have entered into an agreement with Hazleton 1, LLC regarding storage of Purchased Assets located in Hazleton, Pennsylvania substantially in the form attached as Exhibit C, all obligations thereunder shall have been complied with, that agreement shall not have been terminated and no notice to terminate that agreement shall have been given by any Party thereto;
- (f) *Subscription Agreement.* DIP Lenders and Senior Secured Lenders shall have executed and delivered the Subscription Agreement.
- (g) *Exchange Agreement.* DIP Lenders and Senior Secured Lenders shall have executed and delivered the Exchange Agreement.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of their 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. If any condition set out in this Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendors to terminate this Agreement.

7.3 Conditions Precedent to the Obligations of the Vendors. The obligation of the Vendors to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) *Purchaser's Deliverables.* The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendors at the Closing all the documents and payments contemplated in Section 6.3.
- (b) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Section 4.2 shall be true and correct: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.
- (c) *No Breach of Covenants.* The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Vendors. Any condition in this Section 7.3 may be waived by the Vendors in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition. Any such waiver shall be binding on the Vendors only if made in writing. If any condition set forth in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Vendors may elect on written notice to the Purchaser to terminate the Agreement.

8. TERMINATION.

8.1 Grounds for Termination. This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Vendors (with the written consent of the Monitor) and the Purchaser; or
- (b) by the Vendors (with the written consent of the Monitor) or the Purchaser Parties upon written notice to the other Parties if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Approval and Vesting Order is not obtained on or before July 12, 2024 (subject to availability of the Court); provided in each case that the failure to close or obtain such order, as applicable, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement; or
- (c) by written notice from the Purchaser Parties to the Vendors:

- (i) in accordance with Section 7.1(e) or Section 7.2; or
 - (ii) if there has been a breach by a Vendor of any representation or warranty, or material breach of any covenant, contained in this Agreement, which breach has not been waived by the Purchaser Parties, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1(e) or Section 7.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser Parties have provided prior written notice of such breach to the Vendors, and such breach has not been cured within ten days following the date upon which the Vendors received such notice, unless any Purchaser Party is in material breach of its obligations under this Agreement; and
- (d) by written notice from the Vendors (with the written consent of the Monitor) to the Purchaser:
- (i) in accordance with Section 7.1(e) or Section 7.3; or
 - (ii) if there has been a breach by a Purchaser Party of any representation or warranty, or material breach of any covenant, contained in this Agreement, which breach has not been waived by the Vendors, and: (A) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.3 impossible by the Outside Date; or (B) if such breach is curable, the Vendors have provided prior written notice of such breach to the Purchaser Parties, and such breach has not been cured within ten days following the date upon which the Purchaser Parties received such notice, unless any one or more of the Vendors are in material breach of their obligations under this Agreement.

8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder; except for the provisions of this Agreement that by their nature are intended to survive termination, including this Section 8.2 (Effects of Termination) and Section 9.8 (Governing Law), each of which will survive termination, provided that if this Agreement is terminated:

- (a) in accordance with Section 8.1(d)(ii), the Monitor (on behalf of the Vendors) shall be entitled to retain the Deposit and the full amount of the Deposit shall be forfeited to the Vendors;
- (b) for any other reason, the Deposit shall be promptly returned to the Purchaser Parties.

In the event of termination of this Agreement in accordance with Section 8.1(d)(ii), and pursuant to Section 8.2(a) which entitles the Monitor (on behalf of the Vendors) to retain the Deposit, the Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of liquidated damages representing the Vendors' losses and Liabilities as a result of Closing not occurring and agree that the Vendors shall not be entitled to recover from

the Purchaser Parties any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser Parties hereby waive any claim or defense that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendors' damages.

9. GENERAL TERMS AND CONDITIONS.

9.1 Access to Books and Records; Tax Co-Operation. For a period of six years from the Closing Date or for such longer period as may be required for the Vendors (or any trustee in bankruptcy of the estate of any of the Vendors) to comply with any Applicable Law, the Purchaser shall:

- (a) retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Monitor and the Vendors (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Vendors) have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser; and
- (b) use commercially reasonable efforts to assist the Vendors, including providing any reasonable information requested by the Vendors, with respect to any queries or questions that the Vendors may have in order to facilitate any Tax filings or Tax related questions or disputes that may arise following the Closing Date.

9.2 Notice. Any notice or other communication under this Agreement shall be in writing and may be delivered by same-day courier or by read-receipted email, addressed:

- (a) in the case of the Purchaser Parties, as follows:

Nexii, Inc.
Nexii Canada Inc.
3400 Carlisle St., Suite 550
Dallas, TX 75201

Attention: Blake Beckham and Russ Lambert
Email: blake@bpriallaw.com and russ@lamberttxlaw.com

with a copy to:

Cassels Brock & Blackwell LLP
885 W Georgia Street, Suite 2200
Vancouver, BC V6C 3E8

Attention: Vicki Tickle and Andrew Dilts
Email: vtickle@cassels.com and adilts@cassels.com

- (b) in the case of any of the Vendors, as follows:

Nexii Building Solutions Inc.
595 Burrard Street, Three Bentall Centre, Fifth Floor
Vancouver, BC V7X 1L4

Attention: David Bryant and Bill Tucker
Email: dbryant@nexii.com and btucker@nexii.com

- (c) in each case, with a further copy to the Monitor as follows:

KSV Restructuring Inc.
220 Bay Street, Suite 1300
Toronto, ON MSJ 2W3

Attention: Noah Goldstein and Ross Graham
Email: ngoldstein@ksvadvisory.com and rgraham@ksvadvisory.com

with a copy to:

Bennett Jones LLP
1 First Canadian Place, Suite 3400
Toronto, ON MSX 1A4

Attention: Sean Zweig and Mike Shakra
Email: zweigs@bennettjones.com and shakram@bennettjones.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.3 Public Announcements. The Vendors and the Monitor shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings and this Agreement may be posted on the Monitor's website maintained in connection with the

CCAA Proceedings. In addition, Vendors may disclose the existence of the potential Transaction to their current and prospective customers and clients following execution of this Agreement. Subject to the forgoing, no press release or other announcement concerning the Transaction shall be made by the Purchaser Parties or the Vendors without the prior consent of the other (such consent not to be unreasonably withheld, delayed or conditioned).

- 9.4 Time. Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.
- 9.5 Survival. The representations and warranties of the Parties contained in this Agreement shall merge on Closing, provided that the covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.
- 9.6 Entire Agreement. This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements with respect to the subject matter hereof. This Agreement may not be amended or modified in any respect except by written instrument executed by the Vendors (with the consent of the Monitor) and the Purchaser Parties.
- 9.7 Conflicts. In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.
- 9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of British Columbia therefrom.
- 9.9 Assignment. The Purchaser Parties cannot assign any of their rights or obligations under this Agreement without the prior written consent of the Vendors, the DIP Lenders, the Senior Secured Lenders and the Monitor. Notwithstanding the forgoing, this Agreement may be assigned by the Purchaser Parties prior to the issuance of the Approval and Vesting Order, in whole or in part, without the prior written consent of the DIP Lenders, the Senior Secured Lenders, the Vendors or the Monitor, provided that: (i) such assignee is an Affiliate, related party or wholly-owned subsidiary of the Purchaser; (ii) the Purchaser provides prior notice of such assignment to the Vendors and the Monitor; and (iii) such assignee agrees in writing to be bound by the terms of this Agreement to the extent of the assignment and a copy of such assumption agreement is delivered to the Vendors and the Monitor forthwith after having been entered into; provided, however, that any such assignment shall not relieve the Purchaser of its obligations hereunder. The Vendors may not assign any of their rights or obligations under this Agreement without the prior written consent of the Purchaser Parties. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

- 9.10 Further Assurances. Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.
- 9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.
- 9.12 Severability. Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.
- 9.13 Non-Waiver. No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- 9.14 Expenses. Each of the Parties shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.
- 9.15 Monitor's Certificate. The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser Parties, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from the Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived (except for Section 7.1.3), and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from the Parties that all conditions of Closing in favour of such Party have been satisfied or waived, and following receipt of the Cash Payment by the Monitor, the Monitor may deliver the executed Monitor's Certificate to the Purchaser Parties' counsel, and the Closing shall be deemed to have occurred.
- 9.16 Monitor's Capacity. In addition to all of the protections granted to the Monitor under the CCAA, the Initial Order, the Sale Process Order, and any other order of the Court in this CCAA Proceeding, the Vendors and the Purchaser Parties acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendors and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.
- 9.17 Confidentiality. From and after the Closing, Vendors shall, and shall cause their Affiliates and their respective representatives to, hold in confidence any and all information, whether written or oral, concerning the Purchased Assets or the Business, except to the extent they can show that such information (a) is generally available and known by the public through

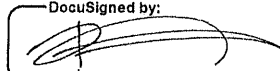
no fault of Vendors or any of their Affiliates or their respective representatives, (b) is lawfully acquired by Vendors or any of their Affiliates or their respective representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation, (c) is required to be disclosed by judicial or administrative process, securities exchange or other requirements of Applicable Law; or (d) is required to be disclosed in connection with the sale of the Petitioners' business, assets or operations (provided Vendors ensure the recipients of such information maintain its confidentiality).

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

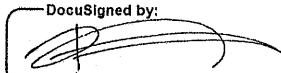
VENDORS:

NEXII BUILDING SOLUTIONS INC.

DocuSigned by:

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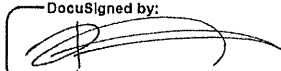
Name: Bill Tucker
Title: CEO

NEXII CONSTRUCTION INC.

DocuSigned by:

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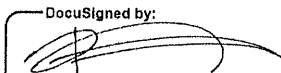
Name: Bill Tucker
Title: CEO

NEXII HOLDINGS INC.

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Name: Bill Tucker
Title: CEO

NBS IP INC.

DocuSigned by:

3F71018289A948B

Name: Bill Tucker
Title: CEO

NEXII:

NEXII, INC.

Name:
Title:

PURCHASER:

NEXII CAN HOLDINGS INC.

Name:
Title:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

VENDORS:

NEXII BUILDING SOLUTIONS INC.

Name:
Title:

NEXII CONSTRUCTION INC.

Name:
Title:

NEXII HOLDINGS INC.

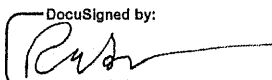
Name:
Title:

NBS IP INC.

Name:
Title:

NEXII:

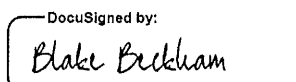
NEXII, INC.

DocuSigned by:


C92F5F40B2F044E...
Name: Russ Lambert
Title: President

PURCHASER:

NEXIICAN HOLDINGS INC.

DocuSigned by:


F03A87065BFE431...
Name: Blake Beckham
Title: Director

SCHEDULE A

ASSUMED CONTRACTS

The following is an exhaustive list of the Assumed Contracts:

A.1 - Contracts and Agreements

1. All non-disclosure, non-competition, non-solicitation and confidentiality and similar agreements with Nexii Building Solutions Inc., NBS IP Inc., Nexii Construction Inc., Nexii Holdings Inc. and 1189102 B.C. Ltd. or any one of them.
2. IP Purchase Agreement dated December 21, 2018 between Michael Dombowsky and Benedict Dombowsky and 1189102 B.C. Ltd.
3. IP Purchase Agreement dated December 21, 2018 between Eneray Sustainable Structures Inc. and 1189102 B.C. Ltd.
4. Assignment of Inventions and Related Patent Rights dated June 16, 2020 between ZKS, LLC and NBS IP Inc.
5. Patent Purchase Agreement dated March 17, 2020 between ZKS, LLC and NBS IP Inc.
6. Master Agreement for the Purchase and Sale of Products & Services as of December 8, 2022 by and between Nexii Building Solutions Inc. and Siemens Industry, Inc.
7. Amended and Restated Nexii Certified Manufacturing Agreement by and between Nexii Building Solutions Inc. and Nexus 1, LLC.
8. Promissory Note in the original principal amount of \$US4,750,000 executed by NexUS Development, LLC and payable to the order of Nexii Building Solutions Inc. and dated March 8, 2022.
9. Service Agreement dated February 22, 2022 between Nexii Building Solutions Inc. and Hargett Materials Inc.
10. All software agreements listed on attached Schedule A.1.10
11. Employment agreement dated December 21, 2018 between Benedict Dombowsky and 1189102 B.C. Ltd.
12. Employment agreement dated December 21, 2018 between Michael Dombowsky and 1189102 B.C. Ltd.

A.2 - Personal Property Leases

1. All equipment leases listed on attached Schedule A.2.1

A.3 - Purchase Orders and Open Purchase Commitments

1. None

A.4 - Real Property Lease

That certain Lease of Industrial Premises, Single Entity by and between BCR Properties Ltd, as Landlord, and Westcoast Outback Buildings Inc., dated October 4, 2017, and covering real property and improvements located at 39200 Government Road, Squamish, British Columbia, as amended by that certain Assignment, Consent and Modification of Lease by and between Westcoast Outbuildings Inc. and Parent and dated December 20, 2019, and that certain Lease Expansion and Modification Agreement by and between BCR Properties Ltd and Parent and dated April 8, 2020.

SCHEDULE A.1.10

Vendor	Reference	Starting Date	Ending Date
SolidCAD Autodesk	Document Number: 91430998	11-Apr-24	11-Apr-25
Smartsheet	Order Number: Q-2503629	30-May-23	n/a
The Ultimate Software Group of Canada, Inc. (UKG)	SaaS Agreement dated December 23, 2019 and amended October 14, 2020	23-Dec-19	31-May-25
Microsoft Corporation	Microsoft Customer Agreement	11-Mar-21	n/a
TELUS	Contract Number 00106037	17-Mar-20	n/a
Long View Systems Corporation	Contract dated 2022-03-08	11-Mar-21	n/a

SCHEDULE A.2.1

Lessor	Leased Equipment / Contract Number	Starting Date	Ending Date
RCAP Leasing	RCAP- Copier-Printer-Scanner Canon C3525- Contract #389988	1-Sep-19	28-Feb-25
Leavitt Machinery	Leavitt- EQC030961 Elect.Forklift #1 BYD -ECB25 5,400lbs 0701190795	29-Jan-21	28-Jan-27
Leavitt Machinery	Leavitt- EQC033066 Elect.Jack PMW20 - 1801200058		
Leavitt Machinery	Leavitt- EQC033067 Elect.Jack PMW20 - 1801200033	29-Jan-21	n/a
Leavitt Machinery	Leavitt- EQC037118 Elect.Forklift #2 BYD ECB25 5,400lbs 07012101075	16-Sep-21	15-Sep-27
Meridian OneCap	Meridian-#645477- (1) Husqvarna PG540 Dust Extractor	4-Oct-21	3-Oct-26
Meridian OneCap	Meridian-#649466 / (2) Husqvarna PG450 Floor Grinders		
Meridian OneCap	Meridian-#649466 / (2) Husqvarna Dust Extractors S36	14-Jan-22	13-Jan-27
Meridian OneCap	Meridian-#649466 / (7) Husqvarna Dust Extractors S26		
Leavitt Machinery	Leavitt- EQC37117 Elect.Forklift #3 ECB30 6,600lbs #0802210452	14-Feb-22	13-Feb-28
Mitsubishi HC Capital	Mitsubishi- CNC-12042 Equipment Financing	10-Mar-22	9-Mar-27
RCAP Leasing	RCAP Photocopier Canon C3826i- Lease # 440996	1-May-22	31-Oct-27

SCHEDULE B

ASSUMED LIABILITIES

Purchaser agrees to assume the following liabilities and no other, in each case solely in respect of the period from and after the Closing Time and not relating to any default existing prior to or as a consequence of Closing:

:

1. Assumed Secured Debt Obligations as defined in Section 1.1
2. Assumed Secured Convertible Debt Obligations as defined in Section 1.1
3. Assumed Resale Warranty Obligations
4. All Liabilities of the Vendors which relate to the Business under any Assumed Contracts, Personal Property Leases and the Real Property Lease assigned to Purchaser

SCHEDULE C

EXCLUDED LIABILITIES

1. Any indebtedness of Vendors in excess of the Assumed Secured Debt Obligations and Assumed Secured Convertible Debt Obligations.
2. Any accounts payable of Vendors.
3. Promissory Note in the original principal amount of \$US660,864.10 executed by Parent and payable to the order of NexUS 1, LLC and dated March 8, 2022.
4. Open Purchase Commitments.

SCHEDULE D

PURCHASE PRICE ALLOCATION

Ref	Category	Methodology	Amount
	Cash and cash equivalents	Actual	\$ -
	Accounts receivable	Actual	\$ -
	Prepaid exp and deposits on assigned contracts	Actual	\$ 41,000
E 1.1	Equipment, Tools, and Machinery Squamish Plant	Book Value	\$ 5,680,000
E 1.2	Equipment, Tools and Machinery Hazelton Plant	Book Value	\$ 3,866,000
E 2.1	Raw Material Inventory Squamish Plant	Cost	\$ 266,000
E 2.2	Raw Material Hargett Site	Cost	\$ 745,000
E 3.1	Intellectual Property – Patents, TM, Tradenames	Book Value	\$ 725,000
	Intangibles and goodwill (PP Less values shown)	Net to PP	\$ 10,677,000
	Total		\$ 22,000,000

SCHEDULE E

PURCHASED ASSETS

As used in this Agreement, the term Purchased Assets shall include, without limitation, the following:

E.1 - Tangible Personal Property

1. All Tangible Personal Property listed on the attached Schedule E.1.1
2. All Tangible Personal Property listed on the attached Schedule E.1.2

E.2 - Inventory

1. All Inventory listed on the attached Schedule E.2.1
2. All Inventory listed on the attached Schedule E.2.2

E.3 - Intellectual Property

1. All patents, patent applications, trademarks and copyrights listed on the attached Schedule E.3.1
2. All rights and claims in and to the name "Nexiite" and all formulae, algorithms, ratios, parameters and requirements necessary to blend and formulate Nexiite concrete.
3. All data, documents, emails, logs, registers, storage files, digital assets and intangibles stored in any manner in any location
4. Any and all administration passwords for assigned domains registrars and assigned software agreements.

E.4 - Domain Names and Social Media Accounts

1. All web domains listed on the attached Schedule E.4.1
2. LinkedIn (<https://www.linkedin.com/company/nexii-building-solutions/>)
3. Twitter (<https://twitter.com/nexiibuilds>)
4. Instagram (<https://www.instagram.com/nexiibuilds/>)

E.5 - Licenses, Permits, etc.

1. Business License (City of Vancouver)
2. Professional Licenses (Engineers & Geoscientists of BC, APEGA Permit to Practice)

E.6 - Goodwill and Other Property

1. All certifications and historical reports by third parties including, without limitation, those items listed on the attached Schedule E.6.1

E.7 - Litigation

Nexii Building Solutions Inc., a Canadian corporation v. NexUS 1 LLC, a Delaware limited liability company; John Wolfington; and Daniel Metzler, Case No. 2:23-cv-00398 in the United States District Court for the Eastern District of Pennsylvania and all claims therein..

SCHEDULE E.1.1

Squamish Fixed Assets

Location	Supplier Name	Item	Description
Squamish	Rental Experts	Dust Collection System	Husqvarna S26 Dust Collector (Quantity 1) + Husqvarna A1200 Air Scrubber (Quantity 2) + Husqvarna GM3000 (5 gal) (Quantity 1)
Squamish	Epsilon Technology Corp. M-tec Mathis Technik GMBH	Quality Test Equipment	Axial Extensometer
Squamish	Demand Products Inc	Mixer System	Continuous Mixer System (duo mix-2000)
Squamish	Rental Experts	EPS Cutting System	CNC Hot Wire Machine
Squamish	PrairieMobile	Vacuums	Husqvarna S13 Dust Collection (Quantity 3)
Squamish	AXYZ International	Radios	Kenwood NX340P + BRAVOK1 Speaker Mic
Squamish	AXYZ International	EPS Cutting System	CNC Router
Squamish	AXYZ International	EPS Cutting System	CNC Router
Squamish	M-tec Mathis Technik GMBH	Mixer System	Duo-Mix 2000 UL serial #4700190028
Squamish	M-tec Mathis Technik GMBH	Mixer System	Duo-Mix 2000 UL
Squamish	LB Clark Electric Ltd	CNC System	CNC Router
Squamish	McKenna Distributions Ltd	Grinder	(1) Husqvarna PG540 230V 1PH Grincer
Squamish	Howard Martin Fluid Technology	Sprayer System - Graco XP70	(1) Graco XP70 2.5:1 (1) Graco XP70 4:1
Squamish	Gordon Crane & Hoist Inc.	Crane System	Spreader bar
Squamish	Daam Galvanizing Ltd	Braces System	Galvanizing Braces
Squamish	Q LINE TRUCKING	Braces System	Galvanizing Braces
Squamish	Nomadic Contractor	Braces System	Braces System (49)
Squamish	Nomadic Contractor	Braces System	Braces Crates
Squamish	Control Inc.	(1) Compressor Tester w/automatic grinder	Tester + Grinder.
Squamish	Combustion Solutions INC, CSI	Carts (Vertical /Horiz)	(10) Vertical Carts / (6) Horizontal Carts
Squamish	Ratec LLC	Casting Bed	

Squamish	Hotwire Direct	CNC Foam cutter	
Squamish	Musell Crane Mfg.	Crane System	Semi Granty Cranes
Squamish	Water Recycling Int	Water Treatment Model # 10-15	
Squamish	Eirich Machines Inc	Batch Plant - Mixer	
Squamish	Firing Industries Ltd	Batch Plant - Concrete	Mechanical installation 75%
Squamish	Firing Industries Ltd	Material handling System	15% Additional Equipment
Squamish	M-tec Mathis Technik GMBH	Mortar - Mixing Pump	
Squamish	Ultimate Tools	Safety Speed Cut	
Squamish	Metro Manufacturing	EPS Assembly Table	
Squamish	Metro Manufacturing	Magna forms / Carts &/ Water Tight Hopper	
Squamish	Roll it Booths	Retractable Paint Booth	
Squamish	TYCROP Manufacturing Ltd.	Cassettes	Cassettes for panel transportation
Squamish	Firing Industries Ltd	Batch Plant - Concrete	Balance for Batch Plant
Squamish	Musell Crane Mfg.	Crane System	Balance for Crane System
Squamish	John Brooks Company Limited	Heated Preassure Washer	
Squamish	Firing Industries Ltd	Material handling System	Batch Plant Water temperature Equipment
Squamish	Firing Industries Ltd	Material handling System	Batch Plant ---
Squamish	Metro Manufacturing	(12) 279mm Custom Forms	
Squamish	Ratec LLC	(49) Magnets	magnets for casting beds
Squamish	Carson International	Custom	magnets for casting beds
Squamish	Commander Warehouse Equipment Ltd	(100) STACKING RACKS	
Squamish	GreenMax Intco Recycling	MC-300 & Dust collector & accessories	
Squamish	Firing Industries Ltd	Material handling System	Installation Mini-Mixer
Squamish	Firing Industries Ltd	Material handling System	Dust Collector modifications
Squamish	Firing Industries Ltd	Batch Plant - Electrical Installation	Electrical Installation
Squamish	FORNEY LP	325K Machine -Concrete Compression Testing	325K MACHINE W/VFD INTEGRATED PACKAGE
Squamish	Metro Manufacturing	Casting Bed	Material handling System
Squamish	Metro Manufacturing	(24) 1410 Magna Forms, 6" Base width Magnets included	Material handling System

Squamish	Gulfstream MFG LLC	3-Wheel Cart Pump with Concentric Spray Gun	
Squamish	Charles Ross & Son Co	(1) HighSpeed Dispenser	
Squamish	Vista Integrated Systems Inc	Security Access	CCTV system installations
Squamish	CDW Canada Corp.	Firewalls	Serial No: FG200FT922913816
Squamish	Vista Integrated Systems Inc	Security Access	CCTV system installations
Squamish	Long View System	Network infrastructure & Server	Switches / Wifi / Routers/ UPS
Squamish	Contemporary Office Interiors Ltd	Squamish Plant Furniture	Board room and meeting room table and chairs
Squamish	Contemporary Office Interiors Ltd	Squamish Plant Furniture	40 Black chair C150 - Office Chair & Flex Desk
Squamish	Contemporary Office Interiors Ltd	Squamish Plant Furniture	Office 1&2 desks / Office desk plant manager / reception desk
Squamish	Contemporary Office Interiors Ltd	Squamish Plant Furniture	Office 1&2 desks / Office desk plant manager / reception desk
Squamish	Heritage Office Furniture	Squamish Plant Furniture	Office Furniture
Squamish	LAP Laser	Laser System	Laser Design Projector
Squamish	LAP Laser	Laser System	3 CAD-PRO Green LD + 1 Distrib box CAD-PRO
Squamish	CS Unitec Inc.	(3) Motor For PMH 80	EHR 32/2.4P Motor for PMH 80 Series
Squamish	Metro Manufacturing	Metal pouring hopper	Metal pouring hopper
Squamish	U.S. Roof Shield	Roof Sealant Pump Equipment	"S20C 3"" SINGLE POST RAM+ DISPENSE VALVE+ WAND AND NOZZLE
Squamish	Various	Various	All items contained within sea cans (#1-14) located at 39200 Government Road, Squamish, BC
Squamish	Various	Various	Various tools, small equipment, and misc. items located at 39200 Government Road, Squamish, BC

SCHEDULE E.1.2

Hazleton Fixed Assets

Location	Description	Make Model Number (or equal)	Quantity
Hazleton	Eirich Intensive Mixer	Eirich R15 #OA19/800140-01	1
Hazleton	Large outdoor silos for cement 5,193CF	Meridian 1335-60-10 Silo 36" Clr	1
Hazleton	Large outdoor silos for silica 4,893CF	Meridian 1335-45-10 Silo 36" Clr	1
Hazleton	Large indoor silos for perlite 3,800CF approx.		1
Hazleton	Catwalk Assembly	Silos/Catwalk assy	1
Hazleton	Concrete mixer / pump	M-Tec UO-MIX2000	2
Hazleton	Pouring buckets complete with 2 mixers		2
Hazleton	Wash down (waste water) station		4
Hazleton	Heated Pressure washer	300psi 4GPM	2
Hazleton	CNC Hotwire Machine* Model 8600-10 String	Hotwire Direct	2
Hazleton	CNC Table/Router Machine	AXYZ	2
Hazleton	Table Saw for Form Prep	King Industrial KC-120FX or KC-125FX	1
Hazleton	EPS Fabrication Table (EPS JIG Table)	Metro Manufacturing 12' x 40'	2
Hazleton	Casting Bed	Metro Manufacturing 15.5' wide 165' long	3
Hazleton	Casting Bed	Ratec 13.5' wide x 165' long	2
Hazleton	Overhead Cranes (existing R&M as need)		1
Hazleton	Overhead Cranes (2 additional hoists for cranes over casing beds)		1
Hazleton	Combi-Lift Lift truck	Combi-Lift (propane)	1
Hazleton	Forklift 8000lbs capacity, LPG		4
Hazleton	Forklift 5000lbs capacity, LPG		4
Hazleton	Pallet Jack		6
Hazleton	Carts/rollers to move to next operation	Metro Manufacturing	30
Hazleton	A Frames 10' x 20'	Metro Manufacturing	20
Hazleton	Containers for Shipping	Modified Open Top 40'	20
Hazleton	Load Cell (shipping scale)	CRO2789082 Radiolink Plus 12TE	1
Hazleton	Compression Tester for Quality Testing, Including Grinder		1
Hazleton	Air Quality Control Tester	PC-3500 Handheld Particle Meter	1

Hazleton	Multi-Gas PID Meters			2
Hazleton	Interior/Exterior finishing machine	Husqvarna PG820 Surface Prep Grinder		7
Hazleton	Dust Collector	Husqvarna DC6000		7
Hazleton	Window/Door /Counter balance Suction Cup Installation Equipment			2
Hazleton	Edge Routers & Hand Grinding/Polishing Tools			10
Hazleton	Two-Part Membrane Sprayer			10
Hazleton	Engrave-A-Crete System	Kaleido Crete		8
Hazleton	High Volume Paint Sprayer (Exterior Panel Finishing)	Graco UL.TMXII 1095 IRON MAN HB		1
Hazleton	Air Compressor (main)			1
Hazleton	Air Compressor (backup)			1
Hazleton	Automatic Floor Scrubber (walk behind)			1
Hazleton	Automatic Floor Scrubber (riding)			1
Hazleton	First Aid Room with Required Equipment	Tomcat Sport Cylindrical – 33” Squeegee; 155-25TC		1
Hazleton	Office Furniture			1
Hazleton	Office Teleconference System			1
Hazleton	Security System			1
Hazleton	Handheld Inkjet Printer for Panel Labeling			1
Hazleton	Fabrication Cell (2 welders, fixturing, tables, material/finished racking)	EBS-250		1
Hazleton	Vertical Mill			1
Hazleton	Horizontal Pivot Band Saw	Haas VF-3ss		1
Hazleton	Iron Worker	Hyd-Mech S20-A		1
Hazleton	Shear			1
Hazleton	CNC Break			1
Hazleton	Drill Press			1
Hazleton	Jig Table			2
Hazleton	Welding Table			1
Hazleton	Band Saw Rollers			3
Hazleton	Steel Racking (short)			2
Hazleton	Steel Racking (tall)			1
Hazleton	CNC Work Bench			1
Hazleton	Tool Cabinet			1
Hazleton	Box Break			1
Hazleton	Mig welder			2

Hazleton	Tig Welder		1
Hazleton	Tube Bender		1
Hazleton	Steel Roller		1
Hazleton	Robotic welder		1
Hazleton	Various tools, small equipment, and misc. items located at 101 Carleton Avenue, Hazleton, PA 18201		

SCHEDULE E.2.1

Squamish Inventory

Location	Item Name	Quantity (as of May 2024)	Unit of Measure
Squamish	Perlite	25,740	cu.ft.
Squamish	Basalt	6,667	lbs
Squamish	Silica	110,058	lbs
Squamish	Cement	90,396	lbs
Squamish	ST Minors	48,421	lbs
Squamish	ST Complete (Pre-Mix)	13,107	lbs
Squamish	FS Minors	55,080	lbs
Squamish	FS Complete (Pre-Mix)	43,520	lbs
Squamish	EPS Block type 2	1,508	cu.ft.
Squamish	0.5" Light grey mesh holder	452,620	each
Squamish	Black GKM Black Glass Knitted Mesh	4,620	yd2
Squamish	White GKM White Glass Knitted Mesh	9,570	yd2
Squamish	Non-Sanded Grout	7,317	lbs
Squamish	Sanded Grout	6,920	lbs
Squamish	PVA- RECS15	3,452	lbs
Squamish	Dicalite	1,280	lbs
Squamish	Armatherm	15	cu.ft.
Squamish	Mineral Wool	30	cu.ft.
Squamish	Chopped Strand Mesh	8,753	sq.ft.
Squamish	Chopped Strand Matt	24,699	sq.ft.
Squamish	Paint	720	gallons
Squamish	Finished Goods - Panels		
Squamish	Work-in-Progress - Panels		

SCHEDULE E.2.2

Hargett Inventory

Location	Item Name	Quantity (as of May 2024)	Unit of Measure
Hargett	Nexiite Minor #2	1,728	lbs
Hargett	Nexiite Minor #3	455	lbs
Hargett	Nexiite Minor #4	1,337	lbs
Hargett	Nexiite Minor #5	44,036	lbs
Hargett	Nexiite Minor #6	48,232	lbs
Hargett	Nexiite Minor #7	1,245	lbs
Hargett	Nexiite Minor #8	44,423	lbs
Hargett	Minors Mix ST	14,000	lbs
Hargett	Minors Mix FS	44,000	lbs

SCHEDULE E.3.1

Name	Filing/Issue/Grant Date
U.S. Patent No. 9,649,662	16-May-17
U.S. Patent No. 9,649,663	16-May-17
Canadian Patent No. 2994868	02-Apr-19
U.S. Patent No. 10,961,708	30-Mar-21
U.S. Patent No. 11,214,964	04-Jan-22
Canadian Patent Appln. No. 3143358	12-Jun-20
U.S. Patent Appln. No. 17/214,687	26-Mar-21

Patent Portfolio Report

Case Ref.

Z120 0017-CA	Z120 0051-SA	Z120 0070-US	Z120 0095-EP	Z120 0123-SA	Z120 0142-CA
Z120 0018-US	Z120 0052-EP	Z120 0073-WO	Z120 0096-IN	Z120 0124-JP	Z120 0143-EP
Z120 0019-WO	Z120 0053-IN	Z120 0074-WO	Z120 0097-AU	Z120 0125-CN	Z120 0144-CA
Z120 0020-CA	Z120 0054-AU	Z120 0075-WO	Z120 0098-NZ	Z120 0126-EP	Z120 0146-CA
Z120 0022-US	Z120 0055-NZ	Z120 0076-WO	Z120 0104-US	Z120 0127-IN	Z120 0147-SA
Z120 0024-US	Z120 0056-KR	Z120 0077-WO	Z120 0110-WO	Z120 0128-AU	Z120 0148-EP
Z120 0039-WO	Z120 0057-ZA	Z120 0078-US	Z120 0111-US	Z120 0129-NZ	Z120 0029-CA
Z120 0042-US	Z120 0058-RU	Z120 0079-US	Z120 0113-SA	Z120 0130-KR	Z120 0030-US
Z120 0043-US	Z120 0062-WO	Z120 0080-US	Z120 0115-WO	Z120 0131-CA	Z120 0031-US
Z120 0044-CN	Z120 0063-WO	Z120 0081-US	Z120 0116-US	Z120 0133-US	Z120 0032-CA
Z120 0045-JP	Z120 0064-WO	Z120 0082-US	Z120 0117-CA	Z120 0134-CA	Z120 0033-US
Z120 0046-MX	Z120 0065-WO	Z120 0084-US	Z120 0118-CA	Z120 0135-WO	Z120 0034-CA

Z120 0047-BR	Z120 0066-US	Z120 0085- WO	Z120 0119-SA	Z120 0137-IN	Z120 0036-CA
Z120 0048-IL	Z120 0067-US	Z120 0086-CA	Z120 0120-EP	Z120 0138-CA	Z120 0060-US
Z120 0049-AE	Z120 0068-US	Z120 0088-CN	Z120 0121-IN	Z120 0140-CA	Z120 0061-US
Z120 0050-EG	Z120 0069-US	Z120 0089-JP	Z120 0122-CA	Z120 0141-CA	

**Copyright:
Statutory**

Number	Status	Title	Jurisdiction	Reg Date	Docket No
1158366	Registered	QMS Operating Procedure: Panels - Forming and Core Fabrication	CA	29-Mar-19	NC001-CA
1158367	Registered	QMS Operating Procedure: Panels - Casting	CA	29-Mar-19	NC002-CA
1158368	Registered	QMS Operating Procedure: Panels - Finishing	CA	29-Mar-19	NC003-CA
1158604	Registered	QMS Operating Procedure - Sales and Marketing	CA	08-Apr-19	NC004-CA
1158608	Registered	QMS Operating Procedure - Management Plans	CA	08-Apr-19	NC005-CA
1158603	Registered	QMS Operating Procedure - Design Development	CA	08-Apr-19	NC006-CA
1158599	Registered	QMS Operating Procedure - Procurement	CA	08-Apr-19	NC007-CA
1158598	Registered	QMS Operating Procedure - Raw Materials Handling and Storage	CA	08-Apr-19	NC008-CA
1158601	Registered	QMS Operating Procedure - Inspections and Tests	CA	08-Apr-19	NC009-CA
1158609	Registered	QMS Operating Procedure - Product Storing and Shipment	CA	08-Apr-19	NC010-CA
1158605	Registered	QMS Operating Procedure - Equipment Calibration	CA	08-Apr-19	NC011-CA
1158600	Registered	QMS Operating Procedure - Document Control	CA	08-Apr-19	NC012-CA
1158611	Registered	QMS Operating Procedure - Training	CA	08-Apr-19	NC013-CA
1158606	Registered	QMS Operating Procedure - Audits	CA	08-Apr-19	NC014-CA

1158602	Registered	QMS Operating Procedure - Archiving	CA	08-Apr-19	NC015-CA
1158610	Registered	QMS Operating Procedure - Information Technology	CA	08-Apr-19	NC016-CA
1158607	Registered	QMS Operating Procedure - Continual Improvement	CA	08-Apr-19	NC017-CA
1158612	Registered	Nexii Policy Manual	CA	08-Apr-19	NC018-CA
1159801	Registered	Nexii Certified Assembler Planning and Installation Guide	CA	23-May-19	NC019-CA
1161182	Registered	New Staff Safety Handbook	CA	19-Jul-19	NC020-CA
1161181	Registered	Nexii Plant 5S Manual	CA	19-Jul-19	NC021-CA
1161183	Registered	Nexii Company Handbook	CA	19-Jul-19	NC022-CA
1161180	Registered	Nexii Plant Operations Manual	CA	19-Jul-19	NC023-CA

Common Law Copyright

Description	Title	Docket No
Common Law Copyright	ISO50001 Operating Procedures & Manual	NCCL001
Common Law Copyright	ISO14001 Operating Procedures & Manual	NCCL002
Common Law Copyright	ISO45001 Operating Procedures & Manual	NCCL003
Common Law Copyright	ISO9001 Operating Procedures & Manual	NCCL004

All international and domestic patents and patent applications, joint or individual, for Versicharge Overhead Power Distribution Systems including, without limitation,

International Patent Application No. WO 2023/080949 A1
PCT/US22/42344
U.S. Provisional Patent App. No. 63/293,461
Canadian Patent App. No. 3237023

SCHEDULE E.4.1

Domain Name	Expiration Date
fucknexii.com	2025-03-29
nexii.com	2026-11-09
nexii.org	2026-12-02
nexiibcfdn.ca	2025-03-12
nexiibcfdn.com	2025-03-11
nexiiblows.com	2025-03-29
nexicloak.com	2025-03-29
nexiiglobalfdn.ca	2025-03-12
nexiiglobalfdn.com	2025-03-11
nexiguage.com	2025-03-29
nexiisascam.com	2025-03-29
nexiisbullshit.com	2025-03-29
nexiisfake.com	2025-03-29
nexiisucks.com	2025-03-29
nexiisucks.net	2025-03-29
nexiisucks.org	2025-03-29
nexiite.ca	2025-03-29
nexiite.com	2025-03-29
nexiite.net	2025-06-29

SCHEDULE E.6.1

Profound Impact Report	· 2023.05.03 Nexii Sustainability and Impacts Report 2022
	· 2023.04 Nexii Sustainability Commitments (April 2023)
Green Metrics Report	
	· CONFIDENTIAL 2023-Q1 Nexii Green Metrics 20230315
	· 2023.03.16 Green Metrics Highlights
Reference Documentation and Third-Party Reports	
1. Embodied Carbon	
Environmental Product Declarations (EPDs)	
	· EPD Nexii Building Solutions Inc. Nexii Roof Panels HUB-0634 2023-09-20
	· EPD Nexii Building Solutions Inc. Nexii Wall Panels Cladding HUB-0635 2023-09-20
	· EPD Nexii Building Solutions Inc. Nexii Wall Panels Load bearing HUB-0636 2023-09-20
Whole Building LCA Reports	
	· 2020.11.24 Preliminary LCA Modeling of Mt Lehman Scotiabank CRU, Building Permit Design
	· 2021.05.10 LCA Modelling of Allandale District Report v1.2
	· 2021.09.17 LCA Report Nanaimo Marriott Courtyard
	· 2022.02.09 Preliminary LCA v1.6 Thruways Indian Castle
	· 2022.04.13 LCA report Discovery Centre v1.5
	· 2022.04.29 Prelim LCA University District Fins Panel
2. Operational Energy and Carbon	
	· 2020.12.23 IFC Updated Energy Model Mt Lehman Starbucks CRU
	· 2021.01 Energy Model Scotiabank CRU
	· 2022.02.11 Energy Model Richmond Industrial Warehouse Industrial
	· 2023.03.07 Energy Model Chase Bank CRU
3. Net Zero Manufacturing	
	· 2022.07.12 Nexii Standard Plant Net Zero New Construction - Conceptual Budget
	· 2022.08.17 Nexii Standard Plant Net Zero Energy Modeling Report
4. Integrated Technology Partnerships	
	· 2023.02.10 Preliminary LCA VersiCharge XL v1.3
	· 2023.03.08 Energy Model Torrance CA CRU

	·	2023.06 LCA report_VersiCharge XL Final
	·	2023.12.03 Critical review EN 17472 Versicharge XL Confirmed signed
	·	2024.01.10 VersiCharge XL LCA Summary
5.	R-Values	
	·	02.09.2021_Nexii Thermal Analysis
6.	Air Tightness	
	·	2020.10.2 Air Leakage Test Results Laneway House
	·	2020.11.24 Air Leakage Test Results Starbucks
	·	2022.10 Nexii Air Tightness Preparatory Steps Working Draft
	·	2023.03.08 Air Leakage Test Results - Mt Lehman Buildings 5 and 7
7.	Healthy Materials	
<u>Health Product Declarations (HPDs)</u>		
	·	Nexii Building Solutions_2023_Nexii Envelope Panel HPDv2.3_final_31889
	·	Nexii Building Solutions_Nexii RoofPanel_HPDPv2.3_2023_final_31887
	·	Nexii Building Solutions_Nexii Structural_Envelope Panel_HPDPv2.3_2023_final_31888
	·	Nexii_2023_SCS-HPD-08788_s
	·	Nexii_2023_SCS-HPD-08789_s
	·	Nexii_2023_SCS-HPD-08790_s
		<u>Other</u>
	·	2023 Preliminary GWP results for Nexiite vs GFRC
	·	Nexii Letter of Cert Status_040722
8.	Water Reduction	
	·	2021.07.28 Preliminary Nexii_LCA of Allendale Report_Water Use
9.	Zero Waste and Circularity	
	·	2022.01.28 Nexii Deconstruction Case Study Final
	·	2023.03.09 Metro Office Rebuild Project
	·	2023.03.23 Nexii Building Solutions - NZWC Membership Approval
	·	TRUE ID 1000157961-CERT
	·	TRUE ID 1000157961-LETTER
10.	Durability and Resilience	
	·	2021.10.19 Third Party Durability and Resilience Test Standards
11.	Green Building Standards	
	·	2023.03.08 Nexii - ILFI LBC Summary
	·	2023.03.09 Nexii - LEED Credit Summary

12. Sustainable Procurement
· Nexii Supplier Questionnaire QA April 2022
· Supplier Code of Conduct 2022 2027
13. Policies
· 2021.10.13 ISO 14001 Environmental Policy
· 2022.12.15 Squamish Plant Zero Waste Policy

SCHEDULE F

EXCLUDED ASSETS

1. All assets located at 1455 W Georgia, Vancouver, B.C., V6G 2T3
2. All assets located at 461 Athabasca Street East, Moose Jaw, S.K., S6H 0L9

SCHEDULE G

GST/HST REGISTRATIONS

Vendors

1. Nexii Building Solutions Inc.: 721550911 RT0001.
2. Nexii Construction Inc.: to be provided prior to Closing.
3. NBS IP Inc.: to be provided prior to Closing.

Purchaser

1. NexiiCan Holdings Inc.: to be provided prior to Closing.

EXHIBIT A
Form of Exchange Agreement

[See attached]

EXCHANGE AGREEMENT

This **EXCHANGE AGREEMENT** (this “Agreement”), dated as of [●], 2024, is made and entered into by and among Nexii, Inc., a Delaware corporation (“Issuer”) and the purchasers indicated on the signature page hereof (the “Exchanging Purchasers”). The Issuer and the Exchanging Purchasers are referred to herein collectively as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement (the “Purchase Agreement”) dated [●], 2024, and by and among the Issuer and NexiiCan Holdings Inc. (“Subsidiary”), on the one hand, and Nexii Building Solutions, Inc., Nexii Construction, Inc., Nexii Holdings, Inc. and NBS IP, Inc. (collectively, “Vendors”), on the other hand, Subsidiary has acquired substantially all of the assets of Vendors;

WHEREAS, pursuant to the Purchase Agreement, the Issuer issued in favor of the Exchanging Purchasers promissory notes in an aggregate original principal amount of [CAD\$20,000,000] (collectively, the “Existing Notes”);

WHEREAS, the Exchanging Purchasers hold the Existing Notes identified below their respective names on Schedule I hereto (as to each Exchanging Purchaser, its “Exchange Notes”), which such Schedule sets forth for each such Exchanging Purchaser the outstanding balance of such Existing Notes, inclusive of principal, premium and all accrued and unpaid interest thereon (such amount, as to each Exchanging Purchaser, the “Exchange Note Indebtedness”);

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, on the Closing Date and immediately after the Closing, the Exchanging Purchasers shall exchange all of their Exchange Note Indebtedness for 1,000 shares of the Series A Preferred Stock, par value \$0.001, of Issuer (“Preferred Shares”) on the terms and subject to the conditions set forth in this Agreement (the “Exchange”);

WHEREAS, concurrently with the execution and delivery of this Agreement, Issuer and each Exchanging Purchaser shall enter into a subscription agreement to subscribe for Preferred Shares to be issued to each such Exchanging Purchaser in connection with the Exchange (the “Debt Exchange Subscription Agreement”), substantially in the form attached hereto as Exhibit A;

WHEREAS, concurrently with the execution and delivery of this Agreement, Issuer shall enter into that certain Stockholders Agreement, effective as of the date hereof, by and between Issuer, the Exchanging Purchasers and the other parties thereto having terms mutually satisfactory to Issuer and Exchanging Purchasers (the “Stockholders’ Agreement”); and

WHEREAS, upon consummation of the Exchange, neither the Subsidiary nor Issuer shall be indebted to any Exchanging Purchaser in respect of the Exchange Notes and Exchange Note Indebtedness.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I - CLOSING DATE; RESTRUCTURING

Section 1.01. Closing and Location. The closing of the Exchange and other transactions contemplated by this Agreement (the "Closing") shall take place on the date hereof, or on such other date as shall be mutually agreed to by the Parties (the "Closing Date"), remotely by electronic exchange of executed documents, or by such other means as shall be mutually agreed to by the Parties.

Section 1.02. Exchange. Upon the terms and subject to the conditions of this Agreement:

(a) **Cancellation and Exchange of Exchange Note Indebtedness.** At the Closing, each Exchanging Purchaser shall tender and deliver to the Subsidiary and the Issuer each of such Exchanging Purchaser's Exchange Notes in exchange for the issuance by the Issuer of Preferred Shares in the number set forth for each Exchanging Purchaser on Schedule II attached hereto and incorporated herein by reference ("Exchange Shares"), free and clear of any and all liens, mortgages, security interests, pledges, restrictions on transferability, defects of title or other claims, charges or encumbrances of any nature whatsoever (collectively, "Encumbrances"), except for restrictions provided under the Stockholders' Agreement or imposed by applicable securities laws; and concurrently therewith, all amounts outstanding under, and claims with respect to the Exchange Note Indebtedness held by each Exchanging Purchaser shall be cancelled and terminated.

(b) **Stockholders' Agreement.** Each Exchanging Purchaser shall execute and deliver the Stockholders' Agreement; and

(c) **Debt Exchange Subscription Agreement.** Each Exchanging Purchaser shall execute and deliver a Debt Exchange Subscription Agreement.

Section 1.03. Consummation of Closing. Notwithstanding anything to the contrary set forth herein or in any other agreement entered into in connection with the Closing, the Parties agree that all acts, deliveries and confirmations comprising the Closing shall be mutually conditioned and none of the steps set forth in Section 1.02 shall be effective unless all of the steps set forth in Section 1.02 shall have occurred substantially contemporaneously.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of Issuer. Issuer represents and warrants as to itself to the other Parties that the following statements are true, correct and complete as of the Closing Date:

(a) **Organization and Good Standing.** Issuer is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business. Issuer is duly qualified or authorized to do business as a foreign entity and is in good standing

under the laws of each jurisdiction in which it leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure so to be qualified or authorized would not have a material adverse effect on Issuer.

(b) Valid Issuance. Upon issuance, the Exchange Shares will be duly authorized and validly issued in compliance with applicable securities laws and the organizational documents of Issuer. The issuance of the Exchange Shares is made pursuant to an applicable exemption from the Securities Act of 1933, as amended (the "Securities Act"), and any applicable state securities laws. The representations and warranties in the preceding sentence of this Section 2.01(b) are made in reliance on the representations and warranties of Exchanging Purchaser under this Agreement.

(c) Power and Authority. Issuer has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

(d) Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of Issuer.

(e) Binding Obligation. This Agreement is the legally valid and binding obligation of Issuer, enforceable against it in accordance with its terms.

(f) No Conflicts. The execution, delivery and performance by Issuer of this Agreement does not and shall not (i) violate any provision of law, rule or regulation applicable to Issuer or by which Issuer is bound, (ii) conflict with Issuer's organizational documents, or (iii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, any material contractual obligation by which Issuer is bound.

Section 2.02. Representations and Warranties of the Exchanging Purchasers. Each of the Exchanging Purchasers severally (and not jointly), solely as to itself, represents and warrants to the other Parties that the following statements are true, correct and complete as of the Closing Date:

(a) Organization and Good Standing. Such Exchanging Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Power and Authority. Such Exchanging Purchaser has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement.

(c) Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of such Exchanging Purchaser.

(d) Binding Obligation. This Agreement is the legally valid and binding obligation of such Exchanging Purchaser, enforceable against it in accordance with its terms.

(e) No Conflicts. The execution, delivery and performance by such Exchanging Purchaser of this Agreement does not and shall not (i) violate any provision of law, rule or regulation applicable to such Exchanging Purchaser or by which such Exchanging Purchaser is bound, (ii) conflict with such Exchanging Purchaser's certificate of incorporation, bylaws, or other organizational documents, or (iii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, any material contractual obligation by which such Exchanging Purchaser is bound.

(f) Ownership of the Note Indebtedness. Immediately prior to the date of this Agreement and consummation of the Closing, such Exchanging Purchaser is (i) the beneficial holder of each Exchange Note tendered pursuant to this Agreement and the owner of the Exchange Note Indebtedness thereunder, as set forth opposite such Exchanging Purchaser's name on Schedule I hereto, (ii) entitled to all of the rights and economic benefits of such Exchange Note Indebtedness, and (iii) has not previously sold, assigned, transferred (including by way of participation interest) in whole or in part, or encumbered such Exchanging Purchaser's Exchange Note(s) and Exchange Note Indebtedness.

(g) Purchase Entirely for Own Account. Such Exchanging Purchaser is acquiring the Preferred Shares issued to such Exchanging Purchaser pursuant hereto for investment purposes and solely for its own account, and not with a view to any distribution thereof in violation of applicable federal or state securities laws. Such Exchanging Purchaser will not resell, transfer, assign or distribute the Preferred Shares issued to such Exchanging Purchaser pursuant hereto except in compliance with the Stockholders' Agreement and the registration requirements of the Securities Act of 1933 (the "Securities Act"), and applicable state securities laws or pursuant to an available exemption therefrom.

(h) Investment Experience. Such Exchanging Purchaser is a "Qualified Institutional Buyer" (as defined in Rule 144(A) of the Securities Act) or is an "accredited investor" (within the meaning of Rule 501 of Regulation D promulgated under the Securities Act). The financial situation of such Exchanging Purchaser is such that it can afford to bear the economic risk of holding the Preferred Shares. Such Exchanging Purchaser can afford to suffer the complete loss of its investment in the Preferred Shares. The knowledge and experience of such Exchanging Purchaser in financial and business matters is such that it, together with the assistance of its advisors, is capable of evaluating the merits and risks of the investment in the Preferred Shares. Exchanging Purchaser also (i) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Exchange Shares, (ii) has received all of the information about the Issuer and its subsidiaries that it has requested and considers necessary or appropriate for deciding whether to purchase the Exchange Shares, (iii) has the ability to bear the economic risks inherent in its investment of the Exchange Shares, (iv) is able, without materially impairing its financial condition, to hold the Exchange Shares for an indefinite period of time and to suffer a complete loss of its investment, and (v) understands and has fully considered for purposes of its investment in the Exchange Shares the risks of this investment and understands that (A) the Exchange Shares represent an extremely speculative investment that involves a high degree of risk of loss, (B) there are substantial restrictions on the transferability of, and there may be no public market for, the Exchange Shares and, accordingly, it may not be possible for such Exchanging Purchaser to liquidate its investment in any of the

Exchange Shares and (C) there have been no representations as to the possible future value, if any, of any of the Exchange Shares.

(i) Restricted Securities. Such Exchanging Purchaser acknowledges that (i) the offer and sale of the Preferred Shares has not been registered under the Securities Act, (ii) the offer and sale of the Preferred Shares is intended to be exempt from registration under the Securities Act pursuant to Section 4(a)(2) and/or Regulation D of the Securities Act, and similar state securities laws, and (iii) there is no established market for the Preferred Shares and it is not anticipated that there will be any public market for the Preferred Shares in the foreseeable future.

Section 2.03. No Other Representations. Each Party acknowledges and agrees that, (a) except for the representations and warranties made by each of the other Parties in this Article II - and any other document effectuating any part of the Exchange and transactions contemplated by this Agreement, no Party has made any express or implied representation or warranty with respect to the transactions contemplated hereby, (b) each other Party is relying on the representations and warranties made by such Party in this Article II - and the Exchange Transaction Documents, and such representations and warranties serve as a material inducement to each such other Party in entering into this Agreement and agreeing to consummate the transactions contemplated hereby, (c) notwithstanding any investigation at any time made by or on behalf of any Party with respect to, or any knowledge acquired (or capable of being acquired) about, the accuracy or inaccuracy of or compliance with, any representation or warranty made by such Party, all representations and warranties made by such Party in this Agreement shall survive the execution, delivery and performance of this Agreement, and (d) such Party is not relying on, and disclaims, any representations or warranties made by any other Party that are not contained in this Agreement or any other Exchange Transaction Document (*provided*, that nothing herein shall eliminate or reduce any Party's liability for fraud).

ARTICLE III - CERTAIN COVENANTS

Section 3.01. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver, in a timely manner, the (i) Stockholders' Agreement and (ii) Debt Exchange Subscription Agreements (collectively, the "Exchange Transaction Documents") to which it is required to be a party pursuant to the transactions contemplated by this Agreement and such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of a court of competent jurisdiction, from time to time, to effectuate the Exchange and the transactions contemplated by this Agreement.

Section 3.02. Tax Treatment of Exchange. The Parties intend that the contribution of the Exchange Notes in exchange for the Exchange Shares be treated as a contribution described in Section 721(a) and 108(e)(10) of the Internal Revenue Code of 1986, as amended (the "Code") pursuant to which (i) the Exchanging Purchasers recognize no gain or loss and (ii) the Subsidiary and the Issuer recognizes cancellation of indebtedness income solely to the extent that the amount due and owing under the Exchange Notes exceeds the fair market value of the Exchange Shares. The Parties shall take no position for United States federal (and applicable state and local) income tax purposes contrary to the intended tax positions set forth therein, unless otherwise required pursuant to a final determination within the meaning of Section 1313(a) of the Internal Revenue Code of 1986, as amended (the "Code").

ARTICLE IV - MISCELLANEOUS

Section 4.01. Amendments and Waivers. This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: the Issuer and the Exchanging Purchaser(s) holding 50.1% or more of the aggregate outstanding amount of the aggregate Exchange Note Indebtedness held by the Exchanging Purchaser(s) (email being sufficient), *provided* that any such modification, amendment, supplement, or waiver to this Agreement that adversely affects the Exchanging Purchaser(s) shall require the consent of Exchanging Purchaser(s) that hold, in the aggregate on the relevant date, at least 66.67% in aggregate amount outstanding of the Exchange Note Indebtedness held by the Exchanging Purchaser(s) (email being sufficient); provided, that, if the modification, amendment, waiver, or supplement has a material, disproportionate and adverse effect on any of the interests held by an Exchanging Purchaser relative to the interests held by other Exchanging Purchaser(s), then the consent of each such affected Exchanging Purchaser(s) (email being sufficient) shall also be required to effectuate such modification, amendment, waiver or supplement. Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 4.01 shall be ineffective and void *ab initio*. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by law.

Section 4.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

Section 4.03. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto.

Section 4.04. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, including its statutes of limitations, without giving effect to any Laws, rules or provisions (including, without limitation, Laws, rules or provisions relating to choice or conflicts of Law) (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws, rules or provisions of any jurisdiction other than the State of Delaware. To the fullest extent permitted by applicable Law, each Party hereby irrevocably and unconditionally submits, for itself, himself or herself and its, his or her property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, to the extent that the Court of Chancery of the State of Delaware is found to lack jurisdiction, then the Superior Court of the State

of Delaware or, to the extent that both of the aforesaid courts are found to lack jurisdiction, then the United States District Court of the District of Delaware (collectively with any appellate courts thereof, the "Designated Courts"), in any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated herein or to interpret, apply or enforce this Agreement or the transactions contemplated herein or for recognition or enforcement of any judgment relating thereto, and each Party hereby irrevocably and unconditionally (a) agrees not to commence any such action, suit or proceeding except in such Designated Courts, (b) agrees that any claim in respect of any such action, suit or proceeding may be heard and determined in such Designated Courts, (c) waives any objection which it, he or she may now or hereafter have to the laying of venue of any such action, suit or proceeding in such Designated Courts and (d) waives the defense of an inconvenient forum to the maintenance of any such action, suit or proceeding in such Designated Courts. To the fullest extent permitted by applicable Law, each Party agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by action, suit or proceeding on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 4.09 or in any other manner permitted by applicable Law.

Section 4.05. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE OUT OF, OR WITH RESPECT TO, THIS AGREEMENT OR THE TRANSACTIONS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY LEGAL ACTION, (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.05. EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 4.06. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

Section 4.07. Interpretation; Rules of Construction. When a reference is made in this Agreement to an Article, Exhibit, Section or Schedule, such reference shall be to an Article, Exhibit, Section or Schedule, respectively, of or attached to this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words using the singular or plural number also include the plural or singular number, respectively, (b) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement, (c) the words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation,” and (d) the word “or” shall not be exclusive and shall be read to mean “and/or.” This Agreement is the product of negotiations among the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. Each Party was represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

Section 4.08. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

Section 4.09. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) If to the Issuer, to:

Nexii, Inc.
3400 Carlisle Street, Suite 550
Dallas, Texas 75204
Attn: Russ Lambert
E-mail address: Russ@LambertTxlaw.com

with a copy to (which shall not constitute notice):

Beckham Portela
3400 Carlisle, Street, Suite 550
Dallas, TX 75204
Attention: Blake L. Beckham
E-mail address: dbeverly@bptriallaw.com

(b) If to an Exchanging Purchaser, to its address set forth on the signature pages hereto or such other address as provided to the Parties in writing, with a copy (which shall not constitute notice).

Any notice given by delivery, mail, or courier shall be effective when received.

Section 4.10. Independent Due Diligence and Decision Making. Each Exchanging Purchaser hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of Issuer and it has been represented by counsel or other advisors (or has had ample opportunity to seek representation or advice from counsel or other advisors) in connection with this Agreement and the transactions contemplated hereunder.

Section 4.11. Waiver. This Agreement and all negotiations related hereto are compromise negotiations subject to admissibility limitations of Federal Rule of Evidence 408 and any other applicable rules of evidence; *provided* that, for the avoidance of doubt, this Agreement and all negotiations relating hereto shall be admissible in a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

Section 4.12. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of a court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

Section 4.13. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

Section 4.14. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

Section 4.15. Severability. Any provision of this Agreement that is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remaining provisions hereof, and any such illegality, invalidity, or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 4.16. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Article IV - or otherwise, including a written approval by the Parties, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to each of the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

Section 4.17. Termination of Exchange Notes. The Exchange Notes tendered by Exchanging Purchasers hereunder are hereby terminated effective as of the Closing and shall be of no further

force or effect. The Exchanging Purchasers acknowledge and agree that all obligations and rights under the Exchange Notes have been discharged in full.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representative of each Party as of the date first above written.

ISSUER:

NEXII, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representative of each Party as of the date first above written.

EXCHANGING PURCHASER:

[•]

By: _____

Name: [•]

Title: [•]

Contact Information:

Address: [•]

Email address(es): [•]

[Signature Page to Exchange Agreement]

Schedule I

Existing Notes

Schedule II

Exchange Units

Exhibit A

Form of Debt Exchange Subscription Agreement

DEBT EXCHANGE SUBSCRIPTION AGREEMENT

This **DEBT EXCHANGE SUBSCRIPTION AGREEMENT** (this “Agreement”), dated as of March [●], 2024, is by and between Nexii, Inc., organized under the laws of the State of Delaware (“Issuer”), and [●], a [●] (“Investor”). Issuer and Investor are also referred to herein as a “Party” and collectively as the “Parties”. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Exchange Agreement Exchange Agreement (herein defined).

RECITALS

WHEREAS, the Issuer and the Exchanging Purchasers (including Investor) have entered into that certain Exchange Agreement dated [●], 2024 (the “Exchange Agreement”).

WHEREAS, Investor currently holds one or more Exchange Notes as identified on Schedule I attached hereto;

WHEREAS, the aggregate outstanding balance of Investor’s Exchange Note Indebtedness is set forth on Schedule I attached hereto;

WHEREAS, in connection with the Exchange Agreement, the Investor shall exchange all of its Exchange Note Indebtedness for Preferred Shares, on the terms and subject to the conditions set forth in the Exchange Agreement and this Agreement; and

WHEREAS, Issuer shall issue to Investor the Preferred Shares, and Investor shall subscribe for and acquire the Preferred Shares.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound hereby, agree as follows:

ARTICLE 1 ISSUANCE OF THE PREFERRED SHARES

1.1 Issuance of Preferred Shares. Investor hereby agrees to tender and deliver to Issuer each of the Exchange Notes in exchange for the issuance by Issuer of [●] Preferred Shares, concurrently with all amounts outstanding under, and claims with respect to the Exchange Note Indebtedness held by the Investor, which shall be cancelled and terminated.

1.2 Stockholders’ Agreement. The Stockholders’ Agreement is hereby incorporated into this Agreement, and by signing below, the Investor agrees to be bound by and subject to all of the terms and conditions of the Stockholders’ Agreement. Unless expressly stated herein, in the event of any conflicts between this Agreement and the Stockholders’ Agreement, the terms of the Stockholders’ Agreement shall govern. Investor shall also be a “Stockholder” and “Preferred Stockholder” for all purposes under the Stockholders’ Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Issuer. Issuer hereby represents and warrants to Investor as follows:

(a) Due Formation and Existence. Issuer is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to carry on its business as now being conducted. Issuer is duly qualified to do business and is in good standing (where such concept is recognized) in each jurisdiction in which it is required to be so qualified or in good standing.

(b) Valid Issuance. Upon issuance, the Preferred Shares will be duly authorized and validly issued in compliance with applicable securities laws and the organizational documents of Issuer. The issuance of the Preferred Shares is made pursuant to an applicable exemption from the Securities Act, and any applicable state securities laws. The representations and warranties in the preceding sentence of this clause (b) are made in reliance on the representations and warranties of Investor under this Agreement.

(c) Authority and Enforceability. Issuer has full corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance by Issuer of this Agreement, and the consummation by it of the transactions contemplated hereby, have been duly authorized by all necessary corporate action of Issuer. This Agreement has been duly executed and delivered by Issuer and this Agreement constitutes, when executed and delivered by Issuer, shall constitute, assuming due execution and delivery by Investor, valid and legally binding obligations of Issuer enforceable against Issuer in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

(d) No Conflict. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of, fulfillment of and compliance with the terms and conditions hereof and thereof by Issuer do not and will not: (i) conflict with or result in a breach of the Certificate of Incorporation or Stockholders' Agreement; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Issuer is a party or by which Issuer or its assets or properties may be bound.

(e) Brokerage Fees. There are no fees or commissions payable to any broker, finder or agent with respect to the transactions contemplated by this Agreement as a result of any actions of Issuer for which Issuer or Investor could become liable or obligated.

2.2 Representations and Warranties of Investor. Investor hereby represents and warrants to Issuer as follows:

(a) Investor is duly formed, validly existing and in good standing under the Laws of its jurisdiction or formation, has all requisite limited liability company power and

authority to carry on its business as now being conducted, and is duly qualified to do business and is in good standing (where such concept is recognized) in each jurisdiction in which it is required to be so qualified or in good standing.

(b) Authority and Enforceability. This Agreement has been duly executed and delivered by Investor and this Agreement constitutes, when executed and delivered by Investor, shall constitute, assuming due execution and delivery by the other parties signatory thereto, valid and legally binding obligations of Investor enforceable against Investor in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

(c) No Conflict. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and thereby, and the performance of, fulfillment of and compliance with the terms and conditions hereof and thereof by Investor do not and will not: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority or (ii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Investor is a party or by which Investor or its assets or properties may be bound.

(d) Brokerage Fees. There are no fees or commissions payable to any broker, finder or agent with respect to the transactions contemplated by this Agreement as a result of any of Investor's actions for which Issuer could become liable or obligated.

(e) Investor (i) is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act or a "Qualified Institutional Buyer" as defined in Rule 144(A) of the Securities Act, (ii) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Preferred Shares, (iii) has received all of the information about the Issuer and its subsidiaries that it has requested and considers necessary or appropriate for deciding whether to purchase the Preferred Shares, (iv) has the ability to bear the economic risks inherent in its investment of the Preferred Shares, (v) is able, without materially impairing its financial condition, to hold the Preferred Shares for an indefinite period of time and to suffer a complete loss of its investment, and (vi) understands and has fully considered for purposes of its investment in the Preferred Shares the risks of this investment and understands that (A) the Preferred Shares represent an extremely speculative investment that involves a high degree of risk of loss, (B) there are substantial restrictions on the transferability of, and there may be no public market for, the Preferred Shares and, accordingly, it may not be possible for such Investor to liquidate its investment in any of the Preferred Shares and (C) there have been no representations as to the possible future value, if any, of any of the Preferred Shares.

ARTICLE 3 MISCELLANEOUS

3.1 Notices. Except as otherwise expressly provided herein, all communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when actually delivered or received via next-day or overnight certified or

registered mail, electronic mail, or by a recognized next-day courier service at the address or number set forth below of the Party to be notified:

If to Issuer: Nexii, Inc.
3400 Carlisle Street, Suite 550
Dallas, TX 75204
Attn.: Russ Lambert
Email: russ@lamberttxlaw.com

with a copy to (which shall not constitute notice):

Beckham Portela
3400 Carlisle Street, Suite 550
Dallas, TX 75204
Attention: Blake L. Beckham
E-mail address: blake@bptriallaw.com

If to Investor: To the address set forth on the signature page hereof

Any Party may, by written notice so delivered to the other Party, change the address or number to which delivery, facsimile or electronic mail shall thereafter be made.

3.2 Amendments; Waivers. This Agreement shall not be modified or amended except by an instrument in writing signed by each of the Parties. Neither the failure nor delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

3.3 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, including its statutes of limitations, without giving effect to any Laws, rules or provisions (including, without limitation, Laws, rules or provisions relating to choice or conflicts of Law) (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws, rules or provisions of any jurisdiction other than the State of Delaware. To the fullest extent permitted by applicable law, each Party hereby irrevocably and unconditionally submits, for itself, himself or herself and its, his or her property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, to the extent that the Court of Chancery of the State of Delaware is found to lack jurisdiction, then the Superior Court of the State of Delaware or, to the extent that both of the aforesaid courts are found to lack jurisdiction, then the United States District Court of the District of Delaware (collectively with any appellate courts

thereof, the “Designated Courts”), in any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated herein or to interpret, apply or enforce this Agreement or the transactions contemplated herein or for recognition or enforcement of any judgment relating thereto, and each Party hereby irrevocably and unconditionally (a) agrees not to commence any such action, suit or proceeding except in such Designated Courts, (b) agrees that any claim in respect of any such action, suit or proceeding may be heard and determined in such Designated Courts, (c) waives any objection which it, he or she may now or hereafter have to the laying of venue of any such action, suit or proceeding in such Designated Courts and (d) waives the defense of an inconvenient forum to the maintenance of any such action, suit or proceeding in such Designated Courts. To the fullest extent permitted by applicable law, each Party agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by action, suit or proceeding on the judgment or in any other manner provided by law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 3.1 or in any other manner permitted by applicable law.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE OUT OF, OR WITH RESPECT TO, THIS AGREEMENT OR THE TRANSACTIONS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY LEGAL ACTION, (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.3(b). EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

3.4 Counterparts. This Agreement may be executed in any number of counterparts, including by .pdf or facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.5 Invalidity. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining terms, provisions, covenants and conditions of this Agreement, modified by the deletion of the unenforceable, invalid or illegal portion, will continue in full force and effect, and such invalidity, illegality or unenforceability shall not affect in any way the validity, legality or enforceability of any other provision of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the Parties as to the subject matter hereof and the deletion of such portion of this Agreement will not substantially

impair the respective expectations of the Parties. The Parties will endeavor in good-faith negotiations with one another to replace the prohibited or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision.

3.6 Entire Agreement. This Agreement, together with the other Transaction Documents, contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and all prior understandings and agreements shall merge herein. There are no additional terms, whether consistent or inconsistent, oral or written, which are intended to be part of the Parties' understandings which have not been incorporated into this Agreement.

3.7 Expenses. Except as otherwise provided herein, each Party shall bear its own fees, costs and expenses in connection with Investor's purchase of the Preferred Shares and the related transactions contemplated herein, including, without limitation, all legal and accounting fees and disbursements and fees and expenses of other advisors retained by such Party.

3.8 Binding Effect and Assignment. All the terms, provisions, covenants, obligations, indemnities, representations, warranties and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

3.9 Survival of Representations, Warranties and Covenants. The representations and warranties contained herein shall survive the closing of the transaction contemplated by this agreement (the "Closing") indefinitely, and the covenants contained herein shall continue in accordance with their respective terms.

3.10 Further Assurances. Each Party agrees to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable law or otherwise to issue the Preferred Shares to Investor as contemplated herein and to consummate the transactions contemplated by this Agreement and the other Transaction Documents. From time to time after the Closing, each Party agrees that, at the other Party's request and sole cost and expense, it shall do, execute, acknowledge and deliver all such further acts, conveyances, assignments, transfers, documents and other assurances reasonably necessary to effectuate the purposes and carry out the terms and intent of this Agreement and the transactions contemplated hereby.

3.11 Remedies; Specific Performance. Any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, and this right shall include the right of the Parties to cause the transactions contemplated by this Agreement (including the Closing) to be consummated on the terms set forth in this Agreement, in each case without posting a bond or

undertaking, this being in addition to any other remedy to which they are entitled at law or in equity or pursuant to this Agreement. Each of the Parties hereby waives any defenses in any action for specific performance in accordance with this Section 3.11, including the defense that a remedy at law would be adequate.

3.12 Third-Party Beneficiaries. This Agreement is not intended to confer upon any person, except for the Parties and their respective successors and permitted assigns, any rights or remedies hereunder, and no such other person shall obtain any rights or remedies under this Agreement.

3.13 Headings; Construction. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. This Agreement has been negotiated and prepared by the Parties with the advice of counsel to the extent deemed necessary by each Party. None of the provisions hereof will be construed against one Party on the basis that such Party is the author of this Agreement or any provision hereof. Reference to any document, instrument, or agreement shall (i) include all appendices, exhibits, schedules, and other attachments thereto, (ii) include all documents, instruments, or agreements issued or executed in replacement thereof, and (iii) mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified, and supplemented from time to time in accordance with the terms thereof and in effect at any given time.

[Remainder of page intentionally left blank]

[STOCKHOLDERS' SIGNATURE PAGE TO DEBT EXCHANGE SUBSCRIPTION AGREEMENT AND TO STOCKHOLDERS' AGREEMENT OF NEXII, INC.]

The undersigned, desiring to purchase Preferred Shares issued by the Issuer, hereby represents and warrants to the Issuer as set forth above, agrees to all of the terms and conditions of the Stockholders' Agreement, and agrees to be bound by the terms and conditions thereof.

Dated: _____, 2024


Address:

Printed or Typed Name

Signature

Title (if any)

Tax ID: _____

Preferred Shares: 

ACCEPTED BY:

NEXII, INC.

By: _____

Name:

Title:

Schedule I

Value of Exchange Note

Existing Note Note	Value of Exchange Note
[DATE AND DESCRIPTION OF NOTE]	\$[●]

EXHIBIT B

Form of Subscription Agreement

[See attached]

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT AND ADDENDUM TO STOCKHOLDERS' AGREEMENT (this "Agreement"), dated as of [●], 2024, is by and between *Nexii, Inc.*, a Delaware corporation ("Issuer") and the individual or entity set forth below ("Investor"). Issuer and Investor are also referred to herein as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE OF SHARES AND SUBSCRIPTION CLOSING

1.1 Shares. Issuer hereby issues and sells to Investor, and Investor hereby purchases and acquires from Issuer, the number of shares of the Issuer's Common Stock, par value \$0.001, set forth on the signature page to this Agreement (the "Shares") in exchange for the Purchase Price.

1.2 Purchase Price. As consideration for the Shares, Investor hereby pays and delivers to Issuer cash in the amount of \$0.001 per share, by wire transfer of immediately available funds to the account designated by Issuer in writing (the "Purchase Price").

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Issuer. Issuer hereby represents and warrants to Investor as follows:

(a) Due Formation and Existence. Issuer is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to carry on its business as now being conducted. Issuer is duly qualified to do business and is in good standing (where such concept is recognized) in each jurisdiction in which it is required to be so qualified or in good standing.

(b) Valid Issuance. Upon issuance, the Shares will be duly authorized and validly issued in compliance with applicable securities laws and the organizational documents of Issuer. The issuance of the Shares is made pursuant to an applicable exemption from the Securities Act, and any applicable state securities laws. The representations and warranties in the preceding sentence of this clause (b) are made in reliance on the representations and warranties of Investor under this Agreement.

(c) Authority and Enforceability. Issuer has full corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance by Issuer of this Agreement, and the consummation by it of the transactions contemplated hereby, have been duly authorized by all necessary corporate action of Issuer. This Agreement has been duly executed and delivered by Issuer and this Agreement constitutes, when executed and

delivered by Issuer, shall constitute, assuming due execution and delivery by Investor, valid and legally binding obligations of Issuer enforceable against Issuer in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

(d) No Conflict. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of, fulfillment of and compliance with the terms and conditions hereof and thereof by Issuer do not and will not: (i) conflict with or result in a breach of the Certificate of Incorporation or Stockholders' Agreement of Issuer; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Issuer is a party or by which Issuer or its assets or properties may be bound.

(e) Brokerage Fees. There are no fees or commissions payable to any broker, finder or agent with respect to the transactions contemplated by this Agreement as a result of any actions of Issuer for which Issuer or Investor could become liable or obligated.

2.2 Representations and Warranties of Investor. Investor hereby represents and warrants to Issuer as follows:

(a) Legal Capacity; Due Formation and Existence. Investor is duly formed, validly existing and in good standing under the Laws of its jurisdiction or formation, has all requisite limited liability company power and authority to carry on its business as now being conducted, and is duly qualified to do business and is in good standing (where such concept is recognized) in each jurisdiction in which it is required to be so qualified or in good standing.

(b) Authority and Enforceability. This Agreement has been duly executed and delivered by Investor and this Agreement constitutes, when executed and delivered by Investor, shall constitute, assuming due execution and delivery Issuer, valid and legally binding obligations of Investor enforceable against Investor in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles.

(c) No Conflict. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of, fulfillment of and compliance with the terms and conditions hereof and thereof by Investor do not and will not: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority or (ii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Investor is a party or by which Investor or its assets or properties may be bound.

(d) Brokerage Fees. There are no fees or commissions payable to any broker, finder or agent with respect to the transactions contemplated by this Agreement as a result of any of Investor's actions for which Issuer could become liable or obligated.

(e) Investment Experience. Investor (i) is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act or a “Qualified Institutional Buyer” as defined in Rule 144(A) of the Securities Act, (ii) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Shares, (iii) has received all of the information about the Issuer and its subsidiaries that it has requested and considers necessary or appropriate for deciding whether to purchase the Shares, (iv) has the ability to bear the economic risks inherent in its investment of the Shares, (v) is able, without materially impairing its financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of its investment, and (vi) understands and has fully considered for purposes of its investment in the Shares the risks of this investment and understands that (A) the Shares represent an extremely speculative investment that involves a high degree of risk of loss, (B) there are substantial restrictions on the transferability of, and there may be no public market for, the Shares and, accordingly, it may not be possible for such Investor to liquidate its investment in any of the Shares and (C) there have been no representations as to the possible future value, if any, of any of the Shares.

ARTICLE 3 STOCKHOLDERS’ AGREEMENT

The Stockholders’ Agreement dated as of [•], 2024 by and among the Issuer and its stockholders (the “Stockholders’ Agreement”) is hereby incorporated into this Addendum, and by signing below, the Investor agrees to be bound by and subject to all of the terms and conditions of the Stockholders’ Agreement. Unless expressly stated herein, in the event of any conflicts between this Addendum and the Stockholders’ Agreement, the terms of the Stockholders’ Agreement shall govern. Investor shall also be a “Stockholder” and “Senior Lender” for all purposes under the Stockholders’ Agreement.

ARTICLE 4 MISCELLANEOUS

4.1 Notices. Except as otherwise expressly provided herein, all communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when actually delivered or received via next-day or overnight certified or registered mail, electronic mail, or by a recognized next-day courier service at the address or number set forth below of the Party to be notified:

If to Issuer:	Nexii, Inc. 3400 Carlisle Street, Suite 550 Dallas, TX 75204 Attn.: Russ Lambert Email: russ@lamberttxlaw.com
---------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------

with a copy to (which shall not constitute notice):

Beckham Portela
3400 Carlisle Street, Suite 550

Dallas, TX 75204
Attention: Blake L. Beckham
E-mail address: blake@bptriallaw.com

If to Investor: To the address set forth on the signature page hereof

Any Party may, by written notice so delivered to the other Party, change the address or number to which delivery, facsimile or electronic mail shall thereafter be made.

4.2 Amendments; Waivers. This Agreement shall not be modified or amended except by an instrument in writing signed by each of the Parties. Neither the failure nor delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

4.3 Governing Law; Jurisdiction; Waiver of Jury Trial.

(f) All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, including its statutes of limitations, without giving effect to any Laws, rules or provisions (including, without limitation, Laws, rules or provisions relating to choice or conflicts of Law) (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws, rules or provisions of any jurisdiction other than the State of Delaware. To the fullest extent permitted by applicable Law, each Party irrevocably and unconditionally submits, for itself, himself or herself and its, his or her property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, to the extent that the Court of Chancery of the State of Delaware is found to lack jurisdiction, then the Superior Court of the State of Delaware or, to the extent that both of the aforesaid courts are found to lack jurisdiction, then the United States District Court of the District of Delaware (collectively with any appellate courts thereof, the "Designated Courts"), in any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated in this Agreement or to interpret, apply or enforce this Agreement or the transactions contemplated by this Agreement or for recognition or enforcement of any judgment relating thereto, and each Party irrevocably and unconditionally (a) agrees not to commence any such action, suit or proceeding except in such Designated Courts, (b) agrees that any claim in respect of any such action, suit or proceeding may be heard and determined in such Designated Courts, (c) waives any objection which it, he, she or it may now or hereafter have to the laying of venue of any such action, suit or proceeding in such Designated Courts and (d) waives the defense of an inconvenient forum to the maintenance of any such action, suit or proceeding in such Designated Courts. To the fullest extent permitted by applicable Law, each Party agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by action, suit or proceeding on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of

process in the manner provided for notices in Section 4.1 or in any other manner permitted by applicable Law.

(g) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE OUT OF, OR WITH RESPECT TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY LEGAL ACTION, (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.3. EACH PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

4.4 Counterparts. This Agreement may be executed in any number of counterparts, including by .pdf or facsimile, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.5 Invalidity. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining terms, provisions, covenants and conditions of this Agreement, modified by the deletion of the unenforceable, invalid or illegal portion, will continue in full force and effect, and such invalidity, illegality or unenforceability shall not affect in any way the validity, legality or enforceability of any other provision of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the Parties as to the subject matter hereof and the deletion of such portion of this Agreement will not substantially impair the respective expectations of the Parties. The Parties will endeavor in good-faith negotiations with one another to replace the prohibited or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision.

4.6 Entire Agreement. This Agreement, together with the other Transaction Documents, contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and all prior understandings and agreements shall merge herein. There are no additional terms, whether consistent or inconsistent, oral or written, which are intended to be part of the Parties' understandings which have not been incorporated into this Agreement.

4.7 Expenses. Except as otherwise provided herein, each Party shall bear its own fees, costs and expenses in connection with Investor's purchase of the Shares and the related transactions contemplated herein.

4.8 Binding Effect and Assignment. All the terms, provisions, covenants, obligations, indemnities, representations, warranties and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

4.9 Survival of Representations, Warranties and Covenants. The representations and warranties contained herein shall survive the closing of the transaction contemplated by this agreement (the "Subscription Closing") indefinitely, and the covenants contained herein shall continue in accordance with their respective terms.

4.10 Further Assurances. Each Party agrees to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable law or otherwise to issue the Shares to Investor as contemplated herein and to consummate the transactions contemplated by this Agreement. From time to time after the Subscription Closing, each Party agrees that, at the other Party's request and sole cost and expense, it shall do, execute, acknowledge and deliver all such further acts, conveyances, assignments, transfers, documents and other assurances reasonably necessary to effectuate the purposes and carry out the terms and intent of this Agreement and the transactions contemplated hereby.

4.11 Remedies; Specific Performance. Any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, and this right shall include the right of the Parties to cause the transactions contemplated by this Agreement (including the Subscription Closing) to be consummated on the terms set forth in this Agreement, in each case without posting a bond or undertaking, this being in addition to any other remedy to which they are entitled at law or in equity or pursuant to this Agreement. Each of the Parties hereby waives any defenses in any action for specific performance in accordance with this Section 4.11, including the defense that a remedy at law would be adequate.

4.12 Third-Party Beneficiaries. This Agreement is not intended to confer upon any person, except for the Parties and their respective successors and permitted assigns, any rights or remedies hereunder, and no such other person shall obtain any rights or remedies under this Agreement.

4.13 Headings; Construction. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. This Agreement has been negotiated and prepared by the Parties with the advice of counsel to the extent deemed

necessary by each Party. None of the provisions hereof will be construed against one Party on the basis that such Party is the author of this Agreement or any provision hereof. Reference to any document, instrument, or agreement shall (i) include all appendices, exhibits, schedules, and other attachments thereto, (ii) include all documents, instruments, or agreements issued or executed in replacement thereof, and (iii) mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified, and supplemented from time to time in accordance with the terms thereof and in effect at any given time.

[Remainder of page intentionally left blank]

[STOCKHOLDERS' SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT
AND TO STOCKHOLDERS' AGREEMENT OF NEXII, INC.]

The undersigned, desiring to purchase Shares issued by the Issuer, hereby represents and warrants to the Issuer as set forth above, agrees to all of the terms and conditions of the Stockholders' Agreement, and agrees to be bound by the terms and conditions thereof.

Dated: _____, 2024


Address:


Printed or Typed Name

Signature

Title (if any)

Tax ID: _____

Purchase Price: 

Shares: 

ACCEPTED BY:

Nexii, Inc.

By: _____

Name:

Title:

EXHIBIT C

Form of Furniture, Fixtures & Equipment Storage Agreement

[See attached]

FURNITURE, FIXTURES & EQUIPMENT STORAGE AGREEMENT

This Furniture, Fixtures & Equipment Storage Agreement (the “Agreement”) is made as of this 21st day of June, 2024 (the “Effective Date”), between:

NEXII BUILDING SOLUTIONS INC., a corporation incorporated pursuant to the laws of British Columbia (“Nexii”)

- and -

HAZLETON 1, LLC, a Pennsylvania limited liability company (“Hazleton”)

WHEREAS:

- A. Pursuant to an Initial Order of the Honourable Justice Stephens of the Supreme Court of British Columbia (the “Court”) issued January 11, 2024 (the “Filing Date”), each of Nexii, Nexii Construction Inc., NBS IP Inc., and Nexii Holdings Inc. (collectively the “Petitioners”) were granted, among other things, creditor protection under the Companies’ Creditors Arrangement Act, and KSV Restructuring Inc. was appointed as Monitor of the Petitioners, with certain enhanced powers (in such capacity, the “Monitor”).
- B. NexUS 1, LLC (“NexUS 1”), a former non-affiliated franchisee of Nexii, had entered into a lease agreement with Hazleton (the “Lease”) for the property located at 101 Carleton Avenue, Hazleton, Pennsylvania (the “Premises”). The Lease has since been terminated.

- C. Certain furniture fixtures and equipment owned by Petitioners as described in Schedule “A” attached hereto (collectively, the “FF&E”) are still located on the Premises. Such FF&E is owned by Petitioners, but was in the possession of NexUS 1 at the Premises pursuant to an “Equipment Lease” (herein so called) from Nexii or otherwise.
- D. Nexii and Hazleton now desire to enter into the Agreement to provide for the continued storage of such FF&E on the Premises and resolve all claims Hazleton may have against (i) the Petitioners or any of their current and former subsidiaries and affiliates (collectively, the “Nexii Entities”) for the period after the Filing date in connection with the storage of the FF&E on the terms contemplated herein; (ii) any possessory claim, lien claim, or any other equitable claim against the FF&E; or (iii) any claim under the Equipment Lease (collectively “Claims”).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the “Parties”, and each, a “Party”) hereby acknowledge and agree as follows:

1. Defined Terms

Capitalized terms shall have the meaning ascribed in this Agreement.

2. Payment for the Prior Period

For the period from the Filing Date to the Effective Date (the “Prior Period”), Nexii shall pay to Hazleton an amount equal to USD\$30,000 per month (which amount shall be prorated for any partial monthly period) to resolve the Claims. For the avoidance of doubt such fee shall equate to

USD\$169,354.84 for the period from January 11, 2024 through June 30, 2024 (the “Prior Period Payment”) and shall be paid to Hazelton no later than 3 days following the Effective Date.

The Prior Period Payment shall be in full and final satisfaction of all claims Hazelton may have against the Nexii Entities for the Prior Period.

3. Payment Post Effective Date

With respect to any Claim for the storage of the FF&E on the Premises for the period from and after the Effective Date up to the Termination Date (as defined below) (the “Post Effective Date Period”), Nexii shall pay Hazelton USD\$30,000 per month (which amounts shall be prorated for any partial monthly period) (“Post Effective Date Payments”). Post Effective Date Payments shall be made on the first day of each month for the preceding monthly period in arrears.

4. Access

This Agreement shall permit solely the storage and removal of the FF&E from the Premises. Nexii and its assigns shall not use or occupy the Premises for any other purpose. With respect to the removal of the FF&E from the Premises, Hazelton agrees to provide Nexii or its assigns with unrestricted access to the Premises during the Post Effective Date Period, as reasonably required by Nexii, to remove the FF&E and to facilitate Nexii’s access to the Premises for this purpose. This includes but is not limited to ensuring that electrical power is activated at the Premises in order to operate electric doors, lights and other items necessary to facilitate removal of the FF&E. It is expressly contemplated that Nexii will assign its right, title and interest in and to this contract to Nexii Canada (purchaser co.), the anticipated purchaser of the assets of the Petitioners. Nexii Canada will in turn assign its rights, title and interest in and to this contract to Nexii, Inc. Hazelton

consents to such assignments in advance. Except for the foregoing assignments, neither this Agreement nor any rights or obligations hereunder may be assigned or transferred in any manner by Nexii without the prior written consent of Hazleton.

Nexii or its assigns shall:

- (a) provide Hazleton with no less than three (3) business days' prior written notice of any planned entry upon the Premises;
- (b) coordinate any such access to the Premises during normal business hours;
- (c) have access to and use of the cranes within the Premises, provided that (i) Nexii shall identify and use a certified crane operator acceptable to Hazleton for all crane operations and (ii) Nexii shall reimburse to Hazleton the cost of the crane usage, as reasonably determined by Hazleton and invoiced to Nexii;
- (d) promptly repair any damage to the Premises resulting from the removal of the FF&E by Nexii or its employees, agents, contractors or representatives and restore the Premises to its condition immediately prior to the installation of the FF&E, ordinary wear and tear alone excepted; and
- (e) at its own expense, keep in force at all times during any access to the Premises (and shall cause its agents and contractors to maintain) comprehensive general liability insurance in form acceptable to Hazleton covering Nexii's activities hereunder, in an amount of not less than U.S. One Million Dollars (\$1,000,000.00) per occurrence, naming Hazleton as an additional insured thereon. Nexii hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or

obligations of Nexii (or its agents or contractors, if applicable) under this Agreement.

Nexii acknowledges that the FF&E is being stored at Nexii's risk, and Hazleton shall not be liable for damage thereto or for the maintenance or repair thereof.

5. Termination

This Agreement shall terminate on the earliest of: (a) fifteen days after the closing of a transaction for the sale of the FF&E by Nexii to a third-party; (b) fifteen days prior written notice to Hazleton of Nexii's desire to remove the FF&E from the Premises or abandon the FF&E and terminate the Agreement; (c) five (5) days after written notice of default by Hazleton to Nexii, provided such default is not timely cured; (d) thirty (30) days after delivery of written notice from Hazleton to Nexii to remove the FF&E from the Premises; or September 30, 2024. If the FF&E is not removed prior to the termination of this Agreement, then the FF&E shall be deemed abandoned by Nexii, and Hazleton shall thereafter be free to use or dispose of such FF&E and to dispose of such FF&E as Hazleton sees fit, without any obligation to Nexii thereafter.

Upon the removal or abandonment of the FF&E by Nexii, (i) the Master Lease Agreement dated March 8, 2022 between Nexii and NEXUS 1, LLC and (ii) the Guaranty dated as of March 8, 2022 from John Wolfington and Daniel Metzler shall be terminated and all obligations of NEXUS 1, LLC, John Wolfington and Daniel Metzler shall be deemed fully satisfied by Nexii's obtaining possession or abandonment of the FF&E and NEXUS 1, LLC, John Wolfington and Daniel Metzler shall be released from any further liability thereunder.

6. Binding Agreement

The Parties acknowledge and confirm that all of the terms and conditions of this Agreement are binding on the Parties and their respective successors and assigns.

7. **Entire Agreement**

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes in its entirety all prior agreements whether written or oral. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

8. **Notices**

Any notices, waivers or other communications from one Party to another pursuant hereto (hereinafter collectively referred to as "Notices") shall be in writing. Notices will be considered to have been sufficiently given when delivered by registered mail, by hand, by email or by other designated form of electronic communication to the applicable Party as set out below:

- (a) in the case of Hazleton, as follows:

Silverang Rosenzweig Haltzman LLC

Woodlands Center

900 East 8th Avenue, Suite 300

King Of Prussia, PA 19406

Attention: Joshua E. Beldner

Email: jbeldner@sanddlawyers.com

With a required copy to:

Kevin J. Silverang, Esq.

ksilverang@sanddlawyers.com

(b) in the case of Nexii, as follows:

Bill Tucker

Interim CEO

Nexii Building Solutions, Inc.

595 Burrard Street Three Bentall Centre, Fifth Floor

Vancouver, BC V7X 1L4, Canada

Email: BTucker@Nexii.com

with a copy to:

KSV Restructuring Inc.

220 Bay Street, Suite 1300

Toronto, ON M5J 2W3

Attention: Noah Goldstein and Ross Graham

Email: ngoldstein@ksvadvisory.com and rgraham@ksvadvisory.com

with a copy to:

Bennett Jones LLP

1 First Canadian Place, Suite 3400

Toronto, ON M5X 1A4

Attention: Sean Zweig, Mike Shakra and Milan Singh-Cheema

Email: zweigs@bennettjones.com, shakram@bennettjones.com and

singhcheemam@bennettjones.com

9. **No Amendment**

This Agreement may only be amended by the written agreement of the duly authorized representatives of the Parties.

10. **Assignment**

No Party may assign this Agreement without the prior written consent of the other Party.

11. **Enurement**

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

12. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of British Columbia therefrom.

13. **Non-Waiver**

No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

14. Counterparts

This Agreement may be executed and delivered by Portable Document Format (PDF) or other electronic means and in any number of identical counterparts each of which may be deemed an original, and all of which taken together shall constitute one and the same agreement.

15. Miscellaneous

(a) **Independent Contractor; No Partnership.** Nothing herein contained shall make, or be construed to make, Nexii or Hazleton a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(b) **No Third Party Beneficiaries.** Notwithstanding anything to the contrary contained herein, no provision of this Agreement is intended to benefit any party other than the signatories hereto and their permitted heirs, personal representatives, successors and assigns, and no provision of this Agreement shall be enforceable by any other party.

(c) **Right of Entry.** In permitting the use of the Premises, Hazleton does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of Hazleton may enter the Premises at any time and on any occasion without any restrictions whatsoever.

(d) **Brokers.** The parties each represent to the other that they have not dealt with any brokers in connection with this Agreement other than CRS Management, LLC and they will indemnify and hold harmless the other from any claim, demand, cost or liability arising from any breach of the foregoing representations.

(e) **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY TO THIS AGREEMENT AND THE PARTIES ACKNOWLEDGE THAT NO REPRESENTATIONS OF FACT HAVE BEEN MADE BY ANY PERSON TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT.

(f) **No Recording.** Nexii shall acquire solely a license with respect to the Premises hereunder and this Agreement shall not be construed as a lease of the Premises. This Agreement is temporary and revocable as provided herein and shall not be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania or elsewhere.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

KSV RESTRUCTURING INC., on behalf of and solely in its capacity as monitor of Nexii Building Solutions Inc., and not in its personal or corporate capacity

By: _____

Name: Noah Goldstein

Title: Managing Director

I have authority to bind the Corporation.

HAZLETON 1, LLC

By: _____
Name:
Title:

I have authority to bind the Company.

Schedule "A"

Inventory of FF&E on Premises

Location	Manufacturer Name / Source	Item	Additional Description	Qty	Net Book Value
Hazleton	Eirich Machines Inc	Batch Plant - Mixer & Accessories	SERIAL>> 807925	Lot	494,331
Hazleton	Firing Industries Ltd	Equipment + Estructure	HZLT FA package	Lot	568,921
Hazleton	XYZ International	(2) Infinite 12042 CNC Router	SERIAL>> 7503-7392 / -7393	Lot	420,858
Hazleton	Metro Manufacturing	(42) 2510 Magna Cart-Forms, with Magnets included	(4) Magnets Included per form Carts are stackable to maximize floor space	Lot	115,021
Hazleton	Metro Manufacturing	(50) 1410 Magna Forms with Magnets Included	(3) Magnets Included per form Straightness of 1/16 or better over 1UIT	Lot	128,115
Hazleton	Metro Manufacturing	00) Quick Button magnets for quick setup and tear do	Integrated lifting points for crane	Lot	415,411
Hazleton	Metro Manufacturing	EPS Assembly Table -526"x178"	Designed by Metro MFG For Nexil's	Lot	92,794
Hazleton	Metro Manufacturing	Nexite Bucket	Full Steel Construction.	Lot	23,029
Hazleton	Metro Manufacturing	Horizontal + Vertical carts	HZLT FA package	Lot	157,003
Hazleton	Metro Manufacturing	Small hoppers for manual mixing	HZLT FA package	Lot	5,533
Hazleton	CSUnitec	(6) Small mixers (replace m-tec)	SERIAL>> 2021 0449/ 50/ 51/ 52/ 77/ 78	Lot	6,448
Hazleton	Ratec	(5) Casting Beds	SERIAL >> S11228- T1/ T2/ T3/ T4/ T5	Lot	622,649
Hazleton	Hotwire	CNC hotwire	SERIAL>> 8300: 210824-1	Lot	40,561
Hazleton	Mussell Crane	(5) Spreaderbars	SERIAL>> 2021058REVO-1 / 2/ 3/ 4/ 5	Lot	35,916
Hazleton	Quincy	Air compressor	SERIAL >> UTY308618	Lot	70,197
Hazleton	Water Treatment Solutions	EnviroSystem	SERIAL >> F009778	Lot	123,908
Hazleton	Control	**Grinder	Testing Equipment	Lot	4,648
Hazleton	Control	**Compressor	Testing Equipment	Lot	13,904
Hazleton	National HVAC	HVAC System	HZLT FA package	Lot	527,168
Hazleton	Pallet Jack			6	Not Avail / Expensed
Hazleton	Carts/rollers to move to next operation	Metro Manufacturing		30	Not Avail / Expensed
Hazleton	A Frames 10' x 20'	Metro Manufacturing		20	Not Avail / Expensed
Hazleton	Containers for Shipping	Modified Open Top 40'		20	Not Avail / Expensed
Hazleton	Load Cell (shipping scale)	CRO2789082 Radiolink Plus 12TE		1	Not Avail / Expensed
Hazleton	Compression Tester for Quality Testing, Including Grinder			1	Not Avail / Expensed
Hazleton	Air Quality Control Tester	PC-3500 Handheld Particle Meter		1	Not Avail / Expensed
Hazleton	Multi-Gas PID Meters			2	Not Avail / Expensed
Hazleton	Interior/Exterior finishing machine	Husqvarna PG820 Surface Prep Grinder		7	Not Avail / Expensed
Hazleton	Dust Collector	Husqvarna DC6000		7	Not Avail / Expensed
Hazleton	Window/Door /Counter balance Suction Cup Installation Equipment			2	Not Avail / Expensed
Hazleton	Edge Routers & Hand Grinding/Polishing Tools			10	Not Avail / Expensed
Hazleton	Two-Part Membrane Sprayer			10	Not Avail / Expensed
Hazleton	Engrave-A-Crete System	Kaleido Crete		8	Not Avail / Expensed
Hazleton	High Volume Paint Sprayer (Exterior Panel Finishing)	Graco ULTMXII 1095 IRON MAN HB		1	Not Avail / Expensed
Hazleton	Air Compressor (main)			1	Not Avail / Expensed
Hazleton	Air Compressor (backup)			1	Not Avail / Expensed
Hazleton	Automatic Floor Scrubber (walk behind)			1	Not Avail / Expensed
Hazleton	Automatic Floor Scrubber (riding)			1	Not Avail / Expensed
Hazleton	First Aid Room with Required Equipment	Tomcat Sport Cylindrical - 33" Squeegee; 155-25TC		1	Not Avail / Expensed
Hazleton	Office Furniture			1	Not Avail / Expensed
Hazleton	Office Teleconference System			1	Not Avail / Expensed
Hazleton	Security System			1	Not Avail / Expensed
Hazleton	Handheld Inkjet Printer for Panel Labeling			1	Not Avail / Expensed
Hazleton	abrication Cell (2 welders, fixturing, tables, material/finished rackin	EB5-250		1	Not Avail / Expensed
Hazleton	Vertical Mill			1	Not Avail / Expensed
Hazleton	Horizontal Pivot Band Saw	Haas VF-3ss		1	Not Avail / Expensed
Hazleton	Iron Worker	Hyd-Mech S20-A		1	Not Avail / Expensed
Hazleton	Shear			1	Not Avail / Expensed
Hazleton	CNC Break			1	Not Avail / Expensed
Hazleton	Drill Press			1	Not Avail / Expensed
Hazleton	Jlg Table			2	Not Avail / Expensed
Hazleton	Welding Table			1	Not Avail / Expensed
Hazleton	Band Saw Rollers			3	Not Avail / Expensed
Hazleton	Steel Racking (short)			2	Not Avail / Expensed
Hazleton	Steel Racking (tall)			1	Not Avail / Expensed
Hazleton	CNC Work Bench			1	Not Avail / Expensed
Hazleton	Tool Cabinet			1	Not Avail / Expensed
Hazleton	Box Break			1	Not Avail / Expensed
Hazleton	Mig welder			2	Not Avail / Expensed
Hazleton	Tig Welder			1	Not Avail / Expensed
Hazleton	Tube Bender			1	Not Avail / Expensed
Hazleton	Steel Roller			1	Not Avail / Expensed
Hazleton	Robotic welder			1	Not Avail / Expensed
TOTAL					3,866,413.38

AMENDMENT
TO
ASSET PURCHASE AGREEMENT

This AMENDMENT (the “**Amendment**”) is made as of June 25, 2024,

BY AND AMONG:

NEXIICAN HOLDINGS INC., a corporation incorporated pursuant to the laws of British Columbia

(the “**Purchaser**”)

AND:

NEXII, INC., a corporation incorporated pursuant to the laws of the State of Delaware

(“**Nexii**”, and together with the Purchaser, the “**Purchaser Parties**”)

AND:

NEXII BUILDING SOLUTIONS INC., a corporation incorporated pursuant to the laws of British Columbia

(the “**Parent**”)

AND:

NEXII CONSTRUCTION INC., a corporation incorporated pursuant to the laws of British Columbia

(“**Construction**”)

AND:

NEXII HOLDINGS INC., a corporation incorporated pursuant to the laws of the State of Delaware

(“**Holdings**”)

AND:

NBS IP INC., a corporation incorporated pursuant to the laws of British Columbia

(collectively with the Parent, Construction and Holdings, the “**Vendors**” and each a “**Vendor**”)

WHEREAS:

- A. The Purchaser Parties and the Vendors (collectively, the “**Parties**”) are parties to an asset purchase agreement dated June 21, 2024 (the “**Asset Purchase Agreement**”) pursuant to which the Purchaser agreed to purchase from the Vendors, and the Vendors agreed to sell to the Purchaser, the Purchased Assets on and subject to the terms of the Asset Purchase Agreement;
- B. The Parties wish to amend the Asset Purchase Agreement on and subject to the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties hereby acknowledge and agree as follows:

- 1. Interpretation. Defined terms used but not otherwise defined herein shall have the meanings set out in the Asset Purchase Agreement.
- 2. Amendment. The Parties hereby agree that the Asset Purchase Agreement shall be amended as follows:
 - 2.1. The definition of “Assumed Liabilities” shall be amended to remove the word struck out below and to add the provisions underlined below:

“**Assumed Liabilities**” means (a) the Vendors’ Liabilities specifically and expressly designated as assumed Liabilities in Schedule B, which shall include for the avoidance of doubt the Assumed Secured Convertible Debt Obligations and the Assumed Secured Debt Obligations; (b) the Assumed Resale Warranty Obligations; ~~and~~ (c) all Liabilities of the Vendors which relate to the Business under any Assumed Contracts, Personal Property Leases and the Real Property Lease assigned to the Purchaser pursuant hereto, in each case solely in respect of the period from and after the Closing Time and not relating to any default existing prior to or as a consequence of Closing; and (d) all Cure Costs (if any).

- 2.2. The definition of “Real Property Lease” shall be amended to remove the word struck out below and to add the provisions underlined below:

“**Real Property Lease**” means, collectively, (a) the lease dated for reference October 5, 2017 between BCR Properties Ltd., as landlord, and Westcoast Outbuildings Inc., as tenant; (b) the assignment, consent and modification of lease dated December 20, 2019 among Westcoast Outbuildings Inc., by its trustee in bankruptcy, McEown and Associates Ltd., as assignor, the Parent as Assignee, and BCR Properties Ltd., as landlord; and (c) the lease expansion and modification agreement dated as of April 8, 2020 between BCR Properties Ltd., as landlord, and the Parent, as tenant; (d) the letter dated May 26, 2023, from “Nexii” to BCR Properties Ltd. regarding a rent deferment and repayment schedule; and (e) the letter

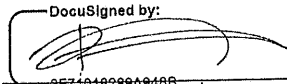
IN WITNESS WHEREOF the Parties have executed this Amendment as of the day and year first above written.

VENDORS:

NEXII:

NEXII BUILDING SOLUTIONS INC.

NEXII, INC.

DocuSigned by:


Name: Bill Tucker

Name: Russ Lambert

Title: CEO

Title: President

NEXII CONSTRUCTION INC.

PURCHASER:

DocuSigned by:


NEXIICAN HOLDINGS INC.

Name: Bill Tucker

Title: CEO

Name: Blake Beckham

Title: Director

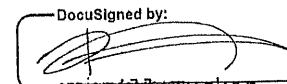
NEXII HOLDINGS INC.

DocuSigned by:


Name: Bill Tucker

Title: CEO

NBS IP INC.

DocuSigned by:


Name: Bill Tucker

Title: CEO

IN WITNESS WHEREOF the Parties have executed this Amendment as of the day and year first above written.

VENDORS:

NEXII BUILDING SOLUTIONS INC.

Name:
Title:

NEXII CONSTRUCTION INC.

Name:
Title:

NEXII HOLDINGS INC.

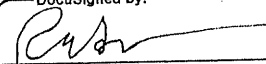
Name:
Title:

NBS IP INC.

Name:
Title:

NEXII:

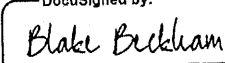
NEXII, INC.

DocuSigned by:


C02F5F9092F044E
Name: Russ Lambert
Title: President

PURCHASER:

NEXIICAN HOLDINGS INC.

DocuSigned by:


F03A870E5BFE431
Name: Blake Beckham
Title: Director

Schedule "C"

Form of Monitor's Certificate

No S240195
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, as amended

and

IN THE MATTER OF NEXII BUILDING SOLUTIONS INC.,
NEXII CONSTRUCTION INC, NBS IP INC., NEXII HOLDINGS INC., 4540514
CANADA INC., 1061660 B.C. LTD., 0592286 B.C. LTD, 0713447 B.C. LTD, AND
0597783 B.C. LTD.

PETITIONERS

MONITOR'S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meaning given to them in the Order of the Supreme Court of British Columbia (the "Court") pronounced on June 28, 2024 (the "Approval and Vesting Order") and the Sale Agreement.
2. Pursuant to an Order of the Court pronounced January 11, 2024 (the "Initial Order"), KSV Restructuring Inc. was appointed as the monitor (in such capacity, the "Monitor") of the Petitioners.
3. Pursuant to the Approval and Vesting Order, the Court ordered that all of the right, title and interest of the Vendors in and to the Purchased Assets shall vest in the Purchaser or any permitted assignees under the Sale Agreement effective upon, among other things, the delivery by the Monitor of this Monitor's Certificate to the Purchaser Parties confirming that the transactions contemplated by the Sale Agreement have been implemented.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Vendors and the Purchasers have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable.
2. The transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [*] day of [*], 2024.

KSV Restructuring Inc., in its capacity as the Court-appointed Monitor of the Petitioners and not in its personal capacity.

Name:

Title:



No. S240195
Vancouver Registry

IN THE SUPREME COURT OF BRITISH
COLUMBIA

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

AND

IN THE MATTER OF NEXII BUILDING
SOLUTIONS INC.,
NEXII CONSTRUCTION INC, NBS IP INC., NEXII
HOLDINGS INC., 4540514 CANADA INC., 1061660
B.C. LTD., 0592286 B.C. LTD, 0713447 B.C. LTD,
AND 0597783 B.C. LTD.

PETITIONERS

APPROVAL AND VESTING ORDER
