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MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

HIGH LINER FOODS (USA), INCORPORATED

HIGH LINER FOODS INCORPORATED

RUBICON RESOURCES, LLC

ITS MEMBERS

and

THE MEMBER REPRESENTATIVE

Dated as of May 10, 2017

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This MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”), dated as of May 10, 2017, is entered into by and among High Liner Foods (USA), Incorporated, a Delaware corporation (“Buyer”), High Liner Foods Incorporated, a body corporate incorporated under the laws of the Province of Nova Scotia (“Parent”, and together with Buyer, the “Buyer Parties”), Rubicon Resources, LLC, a Delaware limited liability company (the “Company”), the Members of the Company as identified on the signature page hereto (the “Members”) and [name redacted], as the Member Representative. Appendix A hereto contains definitions of certain initially capitalized terms used in this Agreement.

#### WITNESSETH:

WHEREAS, the Members collectively own all of the limited liability company interests of the Company, which are designated by the Company as “Company Interests” (the “Company Interests”);

WHEREAS, Buyer is a wholly-owned Subsidiary of Parent; and

WHEREAS, the Members desire to sell, assign, transfer and deliver to Buyer, and Buyer desires to purchase from the Members, the Company Interests owned by the Members as set forth opposite their respective names on Exhibit A attached hereto (collectively, the “Purchased Interests”), on the terms and subject to the conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

#### ARTICLE 1 PURCHASE AND SALE

Section 1.1 Purchase. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Members shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase from the Members, the Purchased Interests.

Section 1.2 Purchase Price.

(a) Delivery of Closing Payment Certificate. At least three (3) Business Days prior to the Closing Date, the Company shall prepare and deliver to Buyer a written statement that shall include a good-faith estimated balance sheet of the Company as of the Effective Time prepared in accordance with the Accounting Principles, and a good-faith estimate of the following:

(i) the Closing Company Transaction Expenses (the “Estimated Closing Company Transaction Expenses”);

(ii) the Closing Funded Indebtedness (the “Estimated Closing Funded Indebtedness”);

- (iii) the Closing Cash on Hand (the “Estimated Closing Cash on Hand”);
- (iv) the Closing Working Capital (the “Estimated Closing Working Capital”); and
- (v) the Estimated Purchase Price.

(b) Calculation of Purchase Price. For purposes of this Agreement, the “Estimated Purchase Price” means an amount equal to: (i) One Hundred and Seven Million Dollars (\$107,000,000.00) (the “Base Purchase Price”); plus (ii) the Estimated Closing Cash on Hand; minus (iii) the Estimated Closing Company Transaction Expenses; minus (iv) the Estimated Closing Funded Indebtedness; minus (v) the aggregate amount of premium payments and other expenses paid to obtain the R&W Insurance Policy, in an amount not to exceed [amount redacted]. The Estimated Purchase Price will be subject to adjustment as set forth in Section 2.2 hereof and elsewhere in this Agreement, and the Estimated Purchase Price, as so adjusted shall be the “Final Purchase Price.”

(c) Allocation of Purchase Price. The Base Purchase Price shall consist of (i) Seventy-Five Million Dollars (\$75,000,000.00) of cash (the “Cash Consideration”) and (ii) Two Million Four Hundred Twenty-Nine Thousand and Fourteen (2,429,014) common shares in the capital of Parent (the “Stock Consideration”). The Cash Consideration and Stock Consideration shall be allocated and paid to each of the Members in accordance with the amounts set forth next to the name of each such Member on Schedule 1.2(c) attached hereto (the “Allocation Schedule”). In the event that the Estimated Purchase Price is greater than the Base Purchase Price, the Cash Consideration shall be increased by the amount of such excess and in the event that the Base Purchase Price is greater than the Estimated Purchase Price, the Cash Consideration shall be reduced by the amount of such excess. In either case, the Allocation Schedule shall be revised, prior to the Closing, to reflect such adjustment. No fractional shares of common shares in the capital of Parent (the “Parent Common Stock”) shall be issued to any Member as part of the Stock Consideration. Instead, the cash value of any fractional shares shall be added (without the necessity of making any change to the Allocation Schedule) to the cash amounts to be otherwise paid to such Member as of the Closing.

(d) Member Agreements and Acknowledgements. Each of the Members understands, agrees and acknowledges that:

(i) the Allocation Schedule sets forth for each Member, the amount of the Cash Consideration and the amount of Stock Consideration to be paid or issued to such Member for the Purchased Units owned by such Member;

(ii) the amounts set forth on the Allocation Schedule may vary, in some cases significantly, from the value that such Member might have been paid had all Purchased Interests, and the amount paid by Buyer for each Purchased Interest, been valued equally;

(iii) the price being paid by Buyer for the Purchased Interests owned by such Member has been separately negotiated by such Member and, notwithstanding the fact that one or more of the other Members may be receiving a higher or lower value for the Purchased Interests owned by such other Member, the payment set forth next to such Members name on the

Allocation Schedule reflects the full payment that such Member has negotiated for the sale of the Purchased Interests being sold by such Member; and

(iv) certain of the other Members may be, or become, party to certain other agreements with the Buyer Parties or the Company effective at or after Closing, including employment agreements, supply agreements, leases and other similar agreements.

Each Member agrees and consents to (x) any difference in valuation of the Purchased Interests that may be reflected on the Allocation Schedule and (y) to any such other agreements any other Member may enter into with the Buyer Parties and/or the Company effective from and after the Closing. No Member shall have any right or claim against any Buyer Party, the Company or any other Member as a result of any matter described above and each Member hereby waives any such right or claim, whether under law or in equity, that such Member may have with respect to the foregoing.

Section 1.3 Escrow Amount and Member Representative Fund.

(a) The Members hereby authorize and instruct Buyer to deduct from the Cash Consideration a portion of the Estimated Purchase Price otherwise payable to the Members at Closing an aggregate amount of [amount redacted] (the “Escrow Amount”) as follows:

(i) At the Closing, Buyer shall deposit [amount redacted] (the “Indemnification Escrow Amount”) into an escrow account (the “Indemnification Escrow Account”) established pursuant to the terms of an Escrow Agreement to be entered into at Closing among the Member Representative, Buyer and Bank of America, National Association, as escrow agent (the “Escrow Agent”), substantially in the form attached hereto as Exhibit B (the “Escrow Agreement”), in order to support the Members’ indemnification obligations under ARTICLE 8.

(ii) [certain indemnity procedures redacted]

(b) The Members additionally hereby authorize and instruct Buyer, at the Closing, to deduct from the Cash Consideration a portion of the Estimated Purchase Price otherwise payable to the Members at Closing the amount of [amount redacted] (the “Member Representative Fund”), which Buyer shall deposit into an account designated by the Member Representative to be used by the Member Representative in, and to facilitate, the conduct of his duties in accordance with Section 10.1.

(c) [certain indemnity procedures redacted]

Section 1.4 Closing. The closing of the purchase and sale of the Purchased Interests (the “Closing”) shall take place at the offices of Sheppard Mullin Richter & Hampton LLP, 333 South Hope Street, Los Angeles, CA, on the second (2<sup>nd</sup>) Business Day after which the last of the conditions set forth in ARTICLE 7 (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) to be satisfied or waived is so satisfied or waived, or at such other place, time and date as Buyer and the Member Representative may agree (the actual date of the Closing, the “Closing Date”). The Closing shall be deemed to be effective at 12:01 a.m. Pacific Time on the Closing Date (the “Effective Time”), except as may otherwise be expressly provided herein. Without limiting the foregoing, the parties hereto agree and acknowledge that once the condition to consummate the Closing set forth in Section 7.1(g) has been satisfied, provided that all other conditions set forth in ARTICLE 7 are satisfied or waived or are capable of being satisfied at the Closing (other than conditions, the satisfaction of which are in the control of the Buyer Parties or which cannot be satisfied as a result of a breach or violation of this Agreement by any Buyer Party), the Closing shall take place no later than May 30, 2017.

Section 1.5 Deliveries by the Members. At the Closing, each Member shall deliver or cause to be delivered to Buyer the following:

(a) an assignment of the Purchased Interests owned by such Member in substantially the form attached hereto as Exhibit C (“Assignment of Purchased Interests”), duly executed by such Member;

(b) a certificate conforming to the requirements of Treasury Regulations Section 1.1445-11T(d)(2)(i) to the effect that fifty percent (50%) or more of the value of the gross assets of the Company does not consist of U.S. real property interests, or that ninety percent (90%) or more of the value of the gross assets of the Company does not consist of U.S. real property interests plus cash or cash equivalents; and

(c) such other documents as Buyer may reasonably request for the purpose of facilitating the consummation of any of the transactions contemplated hereby.

Section 1.6 Deliveries by the Member Representative. At the Closing, the Member Representative shall deliver, or cause to be delivered, to Buyer the following:

(a) a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the Company certifying (i) that attached thereto are true and correct copies of all resolutions adopted by the board of directors (or equivalent governing body) of the Company authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, (ii) that all such resolutions are in full force and effect, and (iii) the names and signatures of the officers of the Company authorized to sign this Agreement and the Transaction Documents to which the Company is a Party;

(b) the certificate of formation and all amendments thereto of the Company, duly certified as of a recent date by the Secretary of State of the State of Delaware;

(c) a good standing certificate (or its equivalent) of the Company as of a recent date from the Secretary of State of the State of Delaware;

(d) a resignation and release letter from [names redacted] and each officer or director of the Company as requested by Buyer;

(e) a counterpart to the Escrow Agreement, duly executed by the Member Representative;

(f) one or more payoff letters, duly executed by the applicable lenders, with respect to all Funded Indebtedness, as set forth on Schedule 1.6(f) (the “Existing Company Debt”), accompanied by UCC termination statements and releases to evidence the satisfaction in full of such Funded Indebtedness, in each case, in form and substance reasonably acceptable to Buyer;

(g) a counterpart to the Standstill Agreements, duly executed by Pattana, Wales and Wynn;

(h) a counterpart to the Wynn Employment Agreement, duly executed by Wynn;

(i) a counterpart to the Supply Agreements, duly executed by Pattana and Wales;

(j) an acknowledgement, in form and substance reasonably satisfactory to Buyer, duly executed by Pattana, Wales and Wynn, confirming that each Member has engaged independent legal counsel with respect to the execution, delivery and performance of this Agreement by such Member;

(k) on behalf of Pattana and Wales, an opinion of Excellent Business Management Company Limited, counsel to Pattana and Wales, addressed to the Buyer, in form and substance reasonably satisfactory to Buyer, confirming the due execution and authorization of this Agreement by Pattana and Wales and the valid transfer of the Purchased Interests owned by Pattana and Wales to Buyer at the Closing pursuant to the terms hereof free and clear of any Liens;

(l) documentation, in form and substance reasonably satisfactory to Buyer, evidencing the termination, effective as of the Closing, of the Member Notes; and

(m) such other documents as Buyer may reasonably request for the purpose of facilitating the consummation of any of the transactions contemplated hereby.

Section 1.7 Deliveries by Buyer. At the Closing, Buyer shall:

(a) deliver to the Member Representative a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Buyer certifying (i) that attached thereto are true and complete copies of the articles of incorporation (or equivalent document) and all amendments thereto of the Buyer Parties, (ii) that attached thereto are true and complete copies of all resolutions adopted by the board of directors (or equivalent thereof) of the Buyer Parties authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, (iii) that all such resolutions are in full force and effect, and (iv) the names and signatures of the officers of each Buyer Party authorized to sign this Agreement and the Transaction Documents to which such Buyer Party is a party;

- (b) deliver to the Member Representative a good standing certificate (or its equivalent) of each Buyer Party as of a recent date;
- (c) deliver to the Member Representative a counterpart to the Escrow Agreement, duly executed by Buyer and the Escrow Agent;
- (d) deliver to the Member Representative a counterpart to the Standstill Agreements, duly executed by Parent;
- (e) deliver to the Member Representative a counterpart to the Wynn Employment Agreement, duly executed by the Company;
- (f) deliver to the Member Representative a counterpart to the Supply Agreements, duly executed by Buyer;
- (g) deliver the R&W Insurance Policy in accordance herewith;
- (h) deposit the Escrow Amount with the Escrow Agent by wire transfer of immediately available funds to an account designated by the Escrow Agent;
- (i) deposit the Member Representative Fund by wire transfer of immediately available funds into such account as is specified by the Member Representative by written notice given to Buyer no less than two (2) Business Days prior to the Closing Date;
- (j) deliver to the Member Representative (for the benefit of Wynn, Pattana and Wales) written notice containing, among other things, the legend restriction notation set out in subparagraph 2.5(2)(3-3.1) of National Instrument 45-102 – Resale of Securities representing the Stock Consideration to be delivered at Closing to Wynn, Pattana and Wales in accordance with Allocation Schedule;
- (k) deliver to the Member Representative a copy of the Bank Consent;
- (l) deliver to the Member Representative, on behalf of the Members, an opinion of Stewart McKelvey addressed to the Members addressing matters customarily addressed by counsel to an issuer in connection with the issuance of securities of an issuer;
- (m) pay the Estimated Closing Company Transaction Expenses in such amounts and to such accounts as specified by the Member Representative; *provided, however*, that in the case of Estimated Closing Company Transaction Expenses owed to employees of the Company, Buyer shall contribute such amounts to the Company upon the Closing and cause the Company to pay such amounts (less applicable withholding and any Taxes required to be paid by the Company with respect thereto) to the applicable employees on the Closing Date immediately following the Closing;

(n) pay on behalf of the Company, that portion of the Estimated Closing Funded Indebtedness attributable to the Existing Company Debt, in each case in accordance with the payoff letters executed by the applicable lender with respect thereto and delivered to Buyer pursuant to Section 1.6(f);

(o) pay the Members (in accordance with the Allocation Schedule and, in the case of the Cash Consideration, to such accounts as shall be specified by the Member Representative by written notice given to Buyer no less than two (2) Business Days prior to the Closing Date) an amount equal to the Estimated Purchase Price minus the Escrow Amount and the Member Representative Fund; and

(p) deliver to or as directed by the Member Representative such other documents as the Member Representative may reasonably request for the purpose of facilitating the consummation of any of the transactions contemplated hereby.

## **ARTICLE 2 PURCHASE PRICE ADJUSTMENT**

### Section 2.1 Post-Closing Determination.

(a) Within sixty (60) days after the Closing Date, Buyer shall prepare, or cause to be prepared, and deliver to the Member Representative a written statement (the “Closing Statement”) that shall include a balance sheet of the Company as of the Effective Time prepared in accordance with the Accounting Principles (but subject to the adjustments set forth in Schedule 2.1-A), a statement of the Net Adjustment Amount and a calculation of the following:

- (i) the Closing Company Transaction Expenses;
- (ii) the Closing Funded Indebtedness;
- (iii) the Closing Cash on Hand; and
- (iv) the Closing Working Capital.

(b) During the thirty (30) day period following Buyer’s delivery of the Closing Statement to the Member Representative (the “Review Period”), Buyer shall provide the Member Representative and its Representatives reasonable access to the relevant books and records and employees of the Company for the purpose of facilitating the Member Representative’s review of the Closing Statement. The Closing Statement shall become final and binding on the close of business on the last day of the Review Period, unless prior thereto, the Member Representative delivers to Buyer a written notice of disagreement (a “Notice of Disagreement”) specifying the nature and amount of any and all items in dispute as to the amounts set forth in the Closing Statement. The Member Representative shall be deemed to have agreed with all items and amounts in the Closing Statement not specifically referenced in a Notice of Disagreement provided prior to the end of the Review Period.

(c) During the thirty (30) day period following delivery of a Notice of Disagreement by the Member Representative to Buyer (the “Resolution Period”), such parties in

good faith shall seek to resolve in writing any differences that they may have with respect to the computation of the amounts as specified therein, and any discussions relating thereto shall be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule(s) and evidence of such discussions shall not be admissible in any future proceedings between the parties to this Agreement. Any disputed items resolved in writing between the Member Representative and Buyer within the Resolution Period shall be final and binding on the parties for all purposes hereunder. If the Member Representative and Buyer have not resolved all such differences by the end of the Resolution Period, the Member Representative and Buyer shall submit, in writing, such differences to the Los Angeles office of the Accounting Expert. The “Accounting Expert” shall be Deloitte & Touche LLP, or, in the event that it is not available or is not a Neutral Accounting Firm, a Neutral Accounting Firm selected by mutual agreement of Buyer and the Member Representative; *provided, however*, that (i) if, within fifteen (15) days after the end of the Resolution Period, such parties are unable to agree on a Neutral Accounting Firm to act as the Accounting Expert, then each party shall select a Neutral Accounting Firm and such firms together shall select the Neutral Accounting Firm to act as the Accounting Expert, and (ii) if any party does not select a Neutral Accounting Firm within ten (10) days of written demand therefor by the other party, then the Neutral Accounting Firm selected by the other party shall act as the Accounting Expert. A “Neutral Accounting Firm” means an independent accounting firm of nationally recognized standing that is not at the time it is to be engaged hereunder rendering services to any party, or any Affiliate of either, and has not done so within the two (2) year-period prior thereto.

(d) Each of Buyer and the Member Representative shall enter into a customary engagement letter with the Accounting Expert, which engagement letter will specifically provide that (i) the Accounting Expert shall act as an expert and not as an arbitrator and (ii) the Accounting Expert shall resolve the disputed matters in accordance with this Section 2.1(d). Each party shall present a brief to the Accounting Expert (which brief shall also be concurrently provided to the other party) within twenty (20) days of the appointment of the Accounting Expert detailing such party’s views as to the correct nature and amount of each item remaining in dispute from the Notice of Disagreement (and for the avoidance of doubt, no party may introduce a dispute to the Accounting Expert that was not originally set forth on the Notice of Disagreement). Within ten (10) days of receipt of the brief, the receiving party may present a responsive brief to the Accounting Expert (which responsive brief shall also be concurrently provided to the other party). Each party may make an oral presentation to the Accounting Expert (in which case, such presenting party shall notify the other party of such presentation, and the other party shall have the right to be present (and speak) at such presentation), within thirty (30) days of the appointment of the Accounting Expert. The Accounting Expert shall have the opportunity to present written questions to either party, a copy of which shall be provided to the other party. The Accounting Expert shall consider only those items and amounts in the Member Representative’s and Buyer’s respective calculations that are identified as being items and amounts to which the Member Representative and Buyer have been unable to agree. The Accounting Expert shall not assign a value to any item or amount in dispute greater than the greatest value for such item or amount assigned by the Member Representative, on the one hand, or Buyer, on the other hand, or less than the smallest value for such item or amount assigned by the Member Representative, on the one hand, or Buyer, on the other hand. The Accounting Expert’s determination shall be based solely on the presentations by the Member Representative and Buyer which are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of independent review).

The Accounting Expert shall make a written determination within sixty (60) days of its appointment as to each such disputed item, which determination shall be final and binding on the parties for all purposes hereunder absent manifest mathematical error or manifest disregard for the provisions of this Section 2.1(d) (and in the event of such manifest error or disregard, the written determination shall be referred back to the Accounting Expert to correct the same). The fees and expenses of the Accounting Expert and of any enforcement of the determination thereof, shall be borne by the Members (in accordance with their respective Pro Rata Portions), on the one hand, and Buyer, on the other hand, in inverse proportion as they may prevail on the matters resolved by the Accounting Expert, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Accounting Expert at the time the determination of such firm is rendered on the merits of the matters submitted.

Section 2.2 Post-Closing Payment.

(a) The “Net Adjustment Amount” shall equal zero:

(i) minus the amount, if any, by which the Closing Company Transaction Expenses exceed the Estimated Closing Company Transaction Expenses;

(ii) plus the amount, if any, by which the Estimated Closing Company Transaction Expenses exceed the Closing Company Transaction Expenses;

(iii) minus the amount, if any, by which the Closing Funded Indebtedness exceeds the Estimated Closing Funded Indebtedness;

(iv) plus the amount, if any, by which the Estimated Closing Funded Indebtedness exceeds the Closing Funded Indebtedness;

(v) minus the amount, if any, by which the Estimated Closing Cash on Hand exceeds the Closing Cash on Hand;

(vi) plus the amount, if any, by which the Closing Cash on Hand exceeds the Estimated Closing Cash on Hand;

(vii) minus the amount, if any, by which the Closing Working Capital is less than negative [amount redacted]; and

(viii) plus the amount, if any, by which the Closing Working Capital exceeds [amount redacted].

(b) If the Net Adjustment Amount as finally determined in accordance with Section 2.1 is positive, then within three (3) Business Days of such final determination Buyer shall pay the Net Adjustment Amount to the Members (in accordance with their respective Pro Rata Portions).

(c) If the Net Adjustment Amount as finally determined in accordance with Section 2.1 is negative, then within three (3) Business Days of such final determination the Members (in accordance with their respective Pro Rata Portions) shall pay the Net Adjustment Amount to Buyer.

(d) Payments under this Section 2.2 shall be made within three (3) Business Days of final determination of the Net Adjustment Amount pursuant to the provisions of Section 2.1 by wire transfer of immediately available funds to such account or accounts as may be designated in writing by the party entitled to such payment at least two Business Days prior to such payment date.

(e) For avoidance of doubt, to the extent the Closing is consummated, the Members shall not have any liability with respect to any items comprising the Closing Company Transaction Expenses, Closing Funded Indebtedness or the Closing Working Capital, except as determined by this ARTICLE 2.

(f) Any adjustments made pursuant to this ARTICLE 2 shall be deemed adjustments to the Final Purchase Price.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE MEMBERS**

Each Member ([apportionment redacted]) hereby represents and warrants to Buyer as follows (except as set forth in the Disclosure Schedule):

Section 3.1 Authorization. Such Member has all requisite power and authority to execute and deliver this Agreement and each of the Transaction Documents to which such Member is a party, and to perform such Member's obligations hereunder and thereunder.

Section 3.2 Binding Effect. This Agreement and each of the Transaction Documents to which such Member is a party, when executed and delivered by the parties thereto (assuming due execution and delivery by the other parties hereto), will constitute a valid and legally binding obligation of such Member, enforceable against such Member in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, or moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

Section 3.3 Non-Contravention. The execution, delivery and performance by such Member of this Agreement and of the Transaction Documents to which such Member is a party, and the consummation of the transactions contemplated hereby and thereby, (a) do not and will not materially conflict with, or result in the material breach of, or constitute a material default under, or result in the termination, cancellation, material modification or acceleration (whether after the filing of notice or the lapse of time or both) of any material right or obligation of such Member under any Contract to which such Member is a party or by which such Member's Purchased Interests are bound, (b) do not conflict with or result in a violation of any Law to which such Member's Purchased Interests are subject and (c) will not result in the imposition or creation of any Lien upon or with respect to any of the Purchased Interests.

Section 3.4 Purchased Interests. Such Member has good and valid title to the Purchased Interests set forth opposite such Member's name on Section 3.4 of the Disclosure Schedule, free and clear of all Liens.

Section 3.5 Action and Claims. There are no civil, criminal or administrative actions, proceedings, suits, demands or claims filed by or before any Governmental Authority or arbitrator or mediator ("Actions") pending or, to such Member's actual knowledge, threatened that, individually or in the aggregate, would have a material adverse effect on such Member's ability to execute, deliver or perform this Agreement or any other Transaction Document to which such Member is a party, or to timely consummate the transactions contemplated hereby or thereby. Such Member is not subject to any order, writ, judgment, award, injunction or decree of any Governmental Authority of competent jurisdiction or arbitrator that, individually or in the aggregate, would have a material adverse effect on such Member's ability to execute, deliver or perform this Agreement or any other Transaction Document, or to timely consummate the transactions contemplated hereby or thereby.

Section 3.6 Accredited Investor. Such Member is an "accredited investor" as such term is defined in National Instrument 45-106 *Prospectus Exemptions*.

Section 3.7 Brokers' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of such Member or any of its Affiliates who might be entitled to any fee or commission to be paid by the Company in connection with the transactions contemplated hereby.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company hereby represents and warrants to Buyer as follows (except as set forth in the Disclosure Schedule):

Section 4.1 Organization and Qualification. The Company is duly organized and is validly existing, under the Laws of the State of Delaware, has all requisite limited liability company power and authority to own or lease and operate its properties and assets and to carry on its business as presently conducted, and is duly qualified or licensed to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification or license, except for such failure to be so qualified, licensed or in good standing, or to have such power or authority, that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company has made available to the Buyer Parties complete and correct copies of all Organizational Documents of the Company, as amended to the date hereof, and such Organizational Documents are in full force and effect. Section 4.1 of the Disclosure Schedule lists every state or foreign jurisdiction in which the Company has facilities, maintains an office, branch or permanent establishment or has a current Employee, agent, consultant or contractor, The Company has not conducted any business under or otherwise used for any purpose in any jurisdiction any fictitious name, assumed name, "d/b/a", trade name or other name.

Section 4.2 Corporate Authorization. The Company has full company power and authority to execute and deliver this Agreement and each of the Transaction Documents to which it is a party, and to perform its obligations hereunder and thereunder. The execution, delivery and performance by the Company of this Agreement and each of the Transaction Documents to which it is a party has been duly and validly authorized by the Company.

Section 4.3 Binding Effect. This Agreement and each of the Transaction Documents to which the Company is a party, when executed and delivered by the parties thereto (assuming due execution and delivery by the other parties hereto), will constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, or moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

Section 4.4 Regulatory Approvals and Third Party Consents.

(a) Except as set forth in Section 4.4(a) of the Disclosure Schedule (the "Company Regulatory Approvals"), no material Governmental Authorization is required to be obtained by the Company from, or material filing to be given by the Company to, or made by the Company with, any Governmental Authority or securities exchange, as a result of the execution or delivery by the Company of, or performance by the Company of its obligations under, this Agreement or the Transaction Documents to which the Company is party.

(b) Except as set forth in Section 4.4(b) of the Disclosure Schedule (the "Company Third Party Consents"), no material consent, approval, waiver or authorization is required to be obtained by the Company from, or to be given by the Company to, or made by the Company with, any Person other than a Governmental Authority or securities exchange, as a result of the execution, delivery or performance by the Company of this Agreement and the Transaction Documents to which it is a party.

Section 4.5 Non-Contravention. The execution, delivery and performance by the Company of this Agreement, and the execution, delivery and performance by the Company of the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) violate any provision of the Organizational Documents of the Company, (b) assuming the receipt of all Company Regulatory Approvals and Company Third Party Consents, materially conflict with, or result in the material breach of, or constitute a material default under, or result in the termination, cancellation, material modification or acceleration (whether after the filing of notice or the lapse of time or both) of any material right or obligation of the Company under, or result in a loss of any benefit to which the Company is entitled under, any Material Contract, or (c) assuming the receipt of all Company Regulatory Approvals and Company Third Party Consents, materially violate or result in a material breach of or constitute a material default under any Law or Governmental Authorization to which the Company is subject. During the past four years, the Company has not violated in any material respect the Organizational Documents of the Company.

Section 4.6 Capitalization.

(a) The authorized equity securities of the Company are as set forth in Section 4.6 of the Disclosure Schedule. The Purchased Interests constitute the only equity interests of the Company and such Purchased Interests have been duly authorized and are validly issued and fully paid, and are nonassessable. The Purchased Interests are owned by the Members free and clear of any and all Liens, and upon delivery of the Purchased Interests hereunder, Buyer will acquire good and marketable title thereto, free and clear of any and all Liens. All rights and powers to vote the Purchased Interests are held exclusively by the Members. The Purchased Interests have been offered, sold, issued and delivered by the Company in all material respects in compliance with the terms of any applicable agreement or other understanding to which the Company is a party, the Organizational Documents of the Company and all applicable Laws.

(b) There are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments of any character under which the Company is or may become obligated to issue or sell, or which give any Person a right to subscribe for or acquire, or in any way dispose of, any shares of equity interests, or any securities or obligations exercisable or exchangeable for or convertible into any shares of equity interests, of the Company, and no securities or obligations evidencing such rights are authorized, issued or outstanding. There are no restrictions of any kind on the transfer of the Purchased Interests except those that customarily arise under securities Laws in private transactions or that arise under the Organizational Documents of the Company.

(c) The Company has never adopted, sponsored or maintained any stock option plan or any other plan or contract providing for equity compensation to any Person.

(d) There are no member agreements, voting trusts, proxies or other agreements or understandings to which the Company or any Member is a party with respect to the voting of the capital stock or other equity interests of the Company.

Section 4.7 Subsidiaries. The Company does not own an interest in any Person.

Section 4.8 Financial Statements.

(a) Set forth on Section 4.8 of the Disclosure Schedule is a correct and complete copy of (i) the audited balance sheet of the Company as of December 31, 2016, December 31, 2015 and December 31, 2014 and the related statements of income, cash flows and changes in members' equity, in each case, including notes thereto, for the years ended December 31, 2016, December 31, 2015 and December 31, 2014, respectively, and the accompanying reports of BDO USA, LLP, the Company's independent auditor (collectively, the "Year-End Financial Statements") and (ii) the unaudited balance sheet of the Company as of March 31, 2017 (the "Most Recent Balance Sheet Date") and the related unaudited income statement of the Company, in each case, for the three (3) months ended March 31, 2017 (collectively, the "Most Recent Financial Statements") and, together with the Year-End Financial Statements, the "Financial Statements").

(b) Each of the balance sheets contained in the Financial Statements fairly presents in all material respects the financial position of the Company as of the date thereof, and each of the statements of income and cash flows contained in the Financial Statements (including any related notes and schedules thereto) fairly presents in all material respects the results of operations and cash flows of the Company, for the periods specified in such statement, in each case, in conformity with GAAP applied on a consistent basis (except as may be indicated in the notes thereto) subject, in the case of Most Recent Financial Statements, to changes resulting from normal year-end adjustments and to the absence of footnote disclosures (none of which would be expected to be material individually or in the aggregate). The Company is not a party to, and has no commitment to become a party to, any joint venture, partnership agreement or any similar contract (including any contract relating to any transaction, arrangement or relationship between or among the Company, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand) where the purpose or effect of such arrangement is to avoid disclosure of any material transaction involving the Company in the Financial Statements.

(c) The Company has in place systems and processes (i) that provide reasonable assurances regarding the reliability of the Financial Statements, including that transactions are recorded as necessary to permit preparation of periodic financial statements and to maintain accountability for assets; and (ii) in a timely manner accumulate and communicate to the Company's executive officers the type of information that is required to be disclosed in the Company Financial Statements. Except as set forth in any documents that have been made available to the Buyer Parties in the Dropbox, during the past three years the Company has received no complaint regarding the inadequacy of such systems or processes or the accuracy or integrity of its Financial Statements. To the Company's Knowledge, there have been no instances of fraud by the Company that occurred during any period covered by the Financial Statements.

#### Section 4.9 Liabilities.

(a) Except for liabilities (a) reflected or reserved for in any of the Financial Statements, (b) set forth in this Agreement or the Disclosure Schedule, (c) incurred in the ordinary course of business since the Most Recent Balance Sheet Date, or (d) arising under a Material Contract (other than liabilities resulting from a breach of a Material Contract), there are no liabilities of the Company that would be required to be reflected on a balance sheet of the Company that is prepared in accordance with GAAP. The Company has no material "off-balance sheet arrangements" (as such term is defined in Item 303(a)(4) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended).

(b) The Company has not at any time: (i) made a general assignment for the benefit of creditors, (ii) filed, or had filed against it, any bankruptcy petition or similar filing, (iii) suffered the attachment or other judicial seizure of all or a substantial portion of its assets, or (iv) been convicted of, or pleaded guilty or no contest to, any felony. To the Company's Knowledge, none of its, managers, officers or directors has been convicted of, or pleaded guilty or no contest to, any felony.

Section 4.10 Absence of Certain Changes or Events. Except as otherwise contemplated hereby, since the Most Recent Balance Sheet Date until the date of this Agreement, the Company has conducted its business in all material respects in the ordinary course of business consistent with past practice and there has not been, with respect to the Company, any:

- (a) Material Adverse Effect;
- (b) amendment of its Organizational Documents;
- (c) split, combination or reclassification of any equity securities of the Company;
- (d) issuance, sale or other disposition of any of its capital stock, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its capital stock;
- (e) declaration or payment of any dividends or distributions on or in respect of any of its capital stock or redemption, purchase or acquisition of its capital stock;
- (f) material change in any method of accounting, except as required by GAAP or as disclosed in the notes to the Financial Statements;
- (g) material change in its cash management practices or policies, practices and procedures, including with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of accounts payable, credit policies, accrual of other expenses, deferral of revenue and acceptance of customer deposits;
- (h) entry into, amendment or termination of any material Contract or entry into any other material transaction, or material change to any business practice in relation to the Material Customers or the Material Suppliers in a negative sense;
- (i) bonus, or increase in wage, salary, compensation or employee benefit plan or arrangement, made, granted or promised to any officer, employee, sales representative or consultant;
- (j) employee hired, or contractor or consultant engaged, or transaction entered into with any Affiliate, except ongoing transactions in the ordinary course of business consistent with past practice;
- (k) incurrence, assumption or guarantee of any indebtedness for borrowed money except unsecured current obligations and Liabilities incurred in the ordinary course of business;
- (l) discharge or satisfaction of any Lien or payment of any Liability (other than Liabilities paid in the ordinary course of business), prepayment of any amount of Indebtedness, or Lien made against any portion of its assets;

- (m) material theft, damage, destruction or loss (whether or not covered by insurance) to its property;
- (n) capital investment in, or any loan to, any other Person;
- (o) capital expenditures that aggregate in excess of [amount redacted];
- (p) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a union;
- (q) sale, lease, assignment or transfer of any of its tangible or intangible assets (except for sales of inventory in the ordinary course of business to unaffiliated third Persons on an arm's length basis), or disclosure of any material internal business information (other than pursuant to agreements requiring the person to whom the disclosure was made to maintain the confidentiality of, and preserving all rights of the Company in, such confidential information);
- (r) waiver, cancellation, compromise or release of any rights or claims of material value;
- (s) entry into a new line of business or abandonment or discontinuance of existing lines of business;
- (t) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;
- (u) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any Person or any division thereof;
- (v) claim or lawsuit instituted or settled for an amount in excess of [amount redacted] in the aggregate or involving equitable or injunctive relief;
- (w) performance guarantee or product warranty granted to its customers other than in the ordinary course of business and consistent with past practice;
- (x) material revaluation of its material assets, excluding writing-off or discounting of notes, accounts receivable or other assets in the ordinary course of business consistent with past practice;
- (y) change in its material Tax elections, entering into any closing agreement, settlement or compromise of any claim or assessment, in each case in respect of material Taxes, or consenting to any extension or waiver of any limitation period with respect to any claim or assessment for material Taxes; or

- (z) commitment or agreement to do any of the foregoing.

Except as otherwise contemplated hereby, since the Most Recent Balance Sheet Date until the date of this Agreement, the Company has conducted its businesses in all material respects in the ordinary course of business consistent with past practice.

Section 4.11 Properties. The Company has legal title to all of the properties and assets it purports to own, whether real, personal, tangible or intangible, free and clear of all Liens (except Permitted Liens). To the Knowledge of the Company, all material items of machinery, equipment, and other tangible assets of the Company are in operational condition, normal wear and tear excepted, have been regularly and properly serviced and maintained in a manner that, to the Knowledge of the Company, would not void or limit the coverage of any warranty thereon, other than items currently under, or scheduled for, repair or construction, and are adequate and fit to be used for the purposes for which they are currently used in the manner they are currently used.

Section 4.12 Intellectual Property.

(a) Section 4.12(a) of the Disclosure Schedule contains a complete and accurate list of all (i) Patents owned by the Company and material Patents used or held for use by the Company ("Company Patents"), registered and material unregistered Marks owned by the Company and material registered or unregistered Marks used or held for use by the Company ("Company Marks"), and registered Copyrights owned by the Company and material registered Copyrights used or held for use by the Company ("Company Copyrights"), (ii) material licenses, sublicenses or other agreements (other than licenses for commercial, off-the-shelf software that is generally available to the public) under which the Company is granted rights by others in Company Intellectual Property Assets ("Licenses In"), and (iii) material licenses, sublicenses or other agreements under which the Company has granted rights to others in Company Intellectual Property Assets ("Licenses Out").

- (b) Except as set forth on Section 4.12(b) of the Disclosure Schedule:

- (i) with respect to the Company Intellectual Property Assets purported to be owned by the Company, the Company exclusively owns such Company Intellectual Property Assets and, with respect to the Company Intellectual Property Assets licensed to the Company by a third party, the Company possesses adequate rights to use such Company Intellectual Property Assets as necessary for the operation of the Company, to the Knowledge of the Company, as conducted during the period covered by the Company Financial Statements, in each case free and clear of all Liens other than Permitted Liens;

- (ii) to the Company's Knowledge, all Company Intellectual Property Assets owned by or licensed to the Company are valid and enforceable;

- (iii) all Licenses In and Licenses Out are valid and binding obligations of the Company and, to the Knowledge of the Seller, the other parties thereto, in accordance with their terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). The Company

is not in material default under any such Licenses In or Licenses Out and, to the Knowledge of the Seller, no other party is in material default thereunder;

(iv) there are no pending or, to the Knowledge of the Seller, threatened claims against the Company alleging that any activity by the Company infringes or violates (or in the past infringed or violated) the rights of others in or to any Intellectual Property Assets (“Third Party IP Assets”) or constitutes a misappropriation of (or in the past constituted a misappropriation of) any subject matter of any Intellectual Property Assets of any person or entity or that any of the Company Intellectual Property Assets is invalid or unenforceable;

(v) to the Company's Knowledge, no activity by the Company infringes or violates (or during the past six years infringed or violated) any Third Party IP Asset;

(vi) the Company has not entered into any agreement to indemnify any other person against any claim of infringement or misappropriation of any intellectual property rights; except as would not constitute a Company Material Adverse Effect, there are no settlements, covenants not to sue, consents, judgments, or orders or similar obligations that: (i) restrict the Company’s rights to use any Intellectual Property Assets, (ii) restrict the business of the Company in order to accommodate any Third Party IP Assets, or (iii) permit any third party to use any Company Intellectual Property Assets;

(vii) the Company has taken commercially reasonable security measures to protect the secrecy, confidentiality and value of all Trade Secrets owned by the Company (“Company Trade Secrets”) and other material Confidential Information included in the Intellectual Property Assets; and

(viii) to the Knowledge of the Company, there is no, nor has there been any, infringement or violation by any person or entity of any of the Company Intellectual Property Assets.

#### Section 4.13 Employee Benefits.

(a) Section 4.13 of the Disclosure Schedule sets forth a complete and accurate list of (i) all employee benefit plans, programs and arrangements, including all profit-sharing, bonus, equity option, equity purchase, restricted equity, profits interest, pension, retirement, deferred compensation, post-retirement medical or life insurance, welfare, incentive, sick leave or other leave of absence, short- or long-term disability, retention and salary continuation, plans, programs and arrangements, in any case, established, maintained, sponsored or contributed to by the Company for the benefit of any Employees, directors, consultants, independent contractors or their beneficiaries or dependents, or with respect to which the Company could have any liability (including by reason of having been an ERISA Affiliate of any other Person) (the “Benefit Plans”) and (ii) each employment or severance agreement addressed to or covering any Employee who has a written employment agreement and pursuant to which the Company has any actual or contingent liability or obligation to provide compensation and/or benefits in consideration for past, present or future services in each case in effect on the date hereof.

(b) True, complete and correct copies of the following documents, with respect to each Benefit Plan, where applicable, have previously been delivered to the Buyer Parties: (i) all documents embodying or governing such Benefit Plan and any funding medium for the Benefit Plan; (ii) the most recent IRS determination or opinion letter; (iii) the most recently filed IRS Form 5500; (iv) the most recent actuarial valuation report; (v) the most recent summary plan description (or other descriptions provided to employees) and all modifications thereto; and (vi) all non-routine correspondence to and from any state or federal agency.

(c) Each Benefit Plan has during the past five years been maintained in compliance in all material respects with its terms and in accordance with applicable Law. As of the date hereof, there are no Actions pending, or to the Company's Knowledge, threatened, with respect to any Benefit Plan (other than routine claims for benefits in the ordinary course of business) and to the Knowledge of the Company there is no reasonable basis for any such Action. No Benefit Plan is under an audit or investigation by the IRS, the U.S. Department of Labor or any other Governmental Authority.

(d) Neither the Company nor any ERISA Affiliate has ever maintained any Benefit Plan that is or was subject to Title IV of ERISA, Section 412 of the Code, Section 302 of ERISA or is a "multiemployer plan" (as defined in Section 3(37) of ERISA), and neither the Company nor any ERISA Affiliate has incurred any liability under Title IV of ERISA that has not been paid in full.

(e) Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code is the subject of a favorable and current determination letter from the IRS, or with respect to a prototype plan, the Company can rely on an opinion letter from the IRS to the prototype plan sponsor, to the effect that such Benefit Plan is so qualified and that the Benefit Plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and, to the Company's Knowledge, there are no facts or circumstances that would reasonably be expected to result in the loss of the qualification of such Benefit Plan or require action under IRS correction programs in order to maintain such qualification.

(f) All payments and/or contributions required to have been made with respect to all Benefit Plans either have been made or have been accrued in accordance with the terms of the applicable Benefit Plan and applicable law.

(g) None of the Benefit Plans nor any employment or severance agreement required to be disclosed in Section 4.13 of the Disclosure Schedule provides health care or any other non-pension benefits to any employees after their employment is terminated (other than as required by Part 6 of Subtitle B of Title I of ERISA or similar state law) and the Company has never promised to provide such post-termination benefits.

(h) Each Benefit Plan may be amended, terminated, or otherwise modified by the Company pursuant to its terms and to the greatest extent permitted by applicable Law.

(i) Each Benefit Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in operational and documentary compliance with Section 409A of the Code and

applicable guidance thereunder. No payment to be made under any Benefit Plan is, or to the knowledge of the Company, will be, subject to the penalties of Section 409A(a)(1) of the Code.

(j) Each Benefit Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder.

(k) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby could (either alone or in conjunction with any other event) (i) result in, or cause the accelerated vesting payment, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or other service provider of the Company; (ii) limit the right of the Company to amend, merge or terminate any Benefit Plan; (iii) result in any "parachute payment" as defined in Section 280G(b)(2) of the Code (whether or not such payment is considered to be reasonable compensation for services rendered); or (iv) result in a requirement to pay any excise tax "gross-up" or similar "make-whole" payments to any employee, director or consultant of the Company.

#### Section 4.14 Employment Matters.

(a) Section 4.14(a) of the Disclosure Schedule contains a list of all Employees as of the date hereof and sets forth for each such individual the following as of the date hereof: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) whether such Employee is paid on a salary, hourly or commission basis and the actual rates of compensation, including current annual base compensation rate; (v) commission, bonus or other incentive-based compensation (if any); (vi) whether such employee is classified as exempt or non-exempt for wage and hour purposes; (vii) such employee's status (i.e., active or inactive and if inactive, the type of leave and estimated duration); (viii) amount of accrued leave; and (ix) the facility at which such Employee is deemed to be located.

(b) Section 4.14(b) of the Disclosure Schedule contains a list of (i) all individuals who are currently performing services for the Company and are classified as "consultants" or "contract labor" or "independent contractors," (ii) the compensation terms pertaining to each such individual, (iii) all Liabilities of the Company that would result from the termination of such individual's services to the Company, and (iv) the consulting or contract labor or independent contractor agreement with each such individual or with the entity with which such individual is an Employee.

(c) Section 4.14(c) of the Disclosure Schedule lists each employment agreement to which the Company is a party (each, an "Existing Employment Agreement").

(d) The Company is not presently nor has it been in the past a party to or bound by a collective bargaining agreement with respect to the Employees, and no collective bargaining agreement is being negotiated by the Company.

(e) There is no unfair labor practice charge or complaint against the Company pending, or to the Company's Knowledge, threatened in writing before the applicable Governmental Authority.

(f) There are no strikes, lockouts, slowdowns or work stoppages pending or, to the Company's Knowledge, threatened with respect to the Employees. To the Company's Knowledge, there are no union organization efforts with respect to the Employees or attempt by any union to represent Employees as a collective bargaining agent.

(g) The Company has properly classified: (i) any Person as an independent contractor rather than as an employee, (ii) any Employee that is, to the Company's Knowledge, currently self-employed or employed by another employer or (iii) any Employee currently or formerly classified as exempt from any entitlement to overtime wages.

(h) During the past three (3) years, the Company has not effectuated: (i) a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state or local Law) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the Company or (ii) a "mass layoff" (as defined under the WARN Act or any similar state or local law) affecting any site of employment or facility of the Company.

#### Section 4.15 Material Contracts.

(a) Section 4.15 of the Disclosure Schedules sets forth a list of the following Contracts to which the Company is a party as of the date hereof, excluding any Benefit Plans and Existing Employment Agreements (the "Material Contracts"):

(i) all Contracts involving aggregate consideration in excess of [amount redacted] and which, in each case, cannot be cancelled by the Company without penalty or without more than [number of days redacted] notice;

(ii) all Contracts with suppliers pursuant to which the Company has paid more than [amount redacted] in the last [number of months redacted];

(iii) all Contracts with customers pursuant to which the Company has received more than [amount redacted] in the last [number of months redacted];

(iv) all Contracts that require the Company to purchase its total requirements of any product or service from a third party;

(v) all Contracts providing for the Company to be the exclusive provider of any product or service to any Person;

(vi) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(vii) all Contracts with brokers pursuant to which the Company has paid more than [amount redacted] in the last [number of months redacted];

(viii) all Contracts with any Governmental Authority;

(ix) all Contracts that limit or purport to limit the ability of the Company to compete in any line of business or with any Person or in any geographic area or during any period of time, that restrict the ability of the Company to do business with any Person or hire or solicit any Person, or that restricts the right of the Company to sell to or purchase from any Person, or that grants the other party or any third person “most favored nation” status or any type of special discount rights;

(x) all Contracts for any joint venture, partnership or similar arrangement by the Company;

(xi) agreements which relate to Funded Indebtedness (excluding, for the avoidance of doubt, Contracts evidencing liabilities with respect to deposits and accounts, trade payables, letters of credit or capital leases made in the ordinary course of business);

(xii) mortgages, pledges or security agreements or similar arrangements constituting a Lien upon the assets or properties of the Company, in each case granted in connection with the incurrence of Funded Indebtedness;

(xiii) agreements for the sale or purchase of fixed assets or real estate having a value individually, with respect to all sales or purchases thereunder, in excess of [amount redacted] other than agreements entered into in the ordinary course of business or in which the applicable acquisition or disposition has been consummated and there are not material obligations ongoing; and

(xiv) all Leases.

(b) All Material Contracts are in full force and effect against the Company and, to the Company’s Knowledge, each other party thereto, in each case in accordance with the express terms thereof. There does not exist under any Material Contract any material violation, breach or event of default, or alleged material violation, breach or event of default, or event or condition that, after notice or lapse of time or both, would constitute a material violation, breach or event of default thereunder on the part of the Company. Neither the Company nor, to the Knowledge of the Company, any other party to any Material Contract has repudiated any provision of any such Material Contract. The Company has not received written notice that any party to a Material Contract intends to cancel or terminate such Material Contract.

#### Section 4.16 Real Property.

(a) The Company does not own any real property.

(b) Section 4.16(b) of the Disclosure Schedule sets forth a correct and complete list of all real property that is leased and occupied by the Company (the “Leased Real Property”).

The Company has made available to the Buyer Parties correct and complete copies of each of the leases pursuant to which the Company leases the Leased Real Property (the “Leases”).

(c) Except for the Leases, there are no leases, assignments, subleases, licenses, occupancy agreements, options, rights, concessions or other agreements or arrangements, written or oral, granting to any person the right to purchase, use or occupy the Leased Real Property, or any portion thereof.

(d) To the Company’s Knowledge, the occupancy, use and operation of the Leased Real Property complies in all material respects with all applicable Law and Governmental Authorizations.

(e) To the Company’s Knowledge, each Lease is in full force and effect with respect to each other party thereto, in accordance with the express terms thereof. The Company has timely and fully performed all covenants and obligations under the Leases. The Company has no existing offsets, defenses, counterclaims, or credits against rentals under any provision of the Leases, other than any security deposits. No notice of default or termination is outstanding or threatened, nor during the past three years has any such notice been received by or delivered by the Company under any Lease. To the Knowledge of the Company, no event has occurred that with notice, or lapse of time, or both would constitute a default by the Company or by any other party to any of the Leases. To the Knowledge of the Company, there is no action or proceeding pending or threatened relating to the Leased Real Property.

(f) The improvements constructed on the Leased Real Property, including, without limitation, all leasehold improvements, owned or leased by the Company at the Leased Real Property, are, to the Company’s Knowledge: (i) structurally sound, free of defects, in satisfactory operating condition and repair, subject to ordinary wear and tear, and adequate for the uses to which they are being put; and (ii) sufficient for the operation of the business of the Company in substantially the same manner as currently conducted.

(g) During the past [number redacted] years, the Company has not received any written notice that it is in violation of any planning, zoning, subdivision, use, occupancy, building, health, wetlands or environmental regulation, ordinance or other Law relating to the Leased Real Property, including the Americans with Disabilities Act of 1990, all as the same are amended from time to time and all orders and regulations promulgated thereto. To the Knowledge of the Company, there exists no violation of such Laws which would reasonably be expected to interfere with the present use of the Leased Real Property and the improvements. During the past [number redacted] years, the Company has not received any written notice of, and, to the Company’s Knowledge, there is no pending, threatened or contemplated appropriation, condemnation, eminent domain or like proceeding affecting any the Leased Real Property, nor is there any sale or other disposition of any of the Leased Real Property in lieu of condemnation.

(h) There are no agreements, contracts, terms, or special understandings between or among the Company, any lessor, or agents of any lessor regarding any Leased Real Property or Leases that have not been disclosed.

Section 4.17 Taxes.

(a) The Company has timely and duly filed all income and other material Tax Returns required to be filed by it, and all material Taxes of the Company that have accrued or become due for all periods covered by such Tax Returns (whether or not shown on such Tax Returns) have been fully paid.

(b) Except as set forth on Section 4.17(b) of the Disclosure Schedule:

(i) no statute of limitations in respect of Taxes has been waived by the Company nor has the Company agreed to any extension of time with respect to a Tax assessment or deficiency;

(ii) no extension of the time for filing any Tax Return of the Company which has not yet been filed has been requested or granted;

(iii) no deficiency or proposed adjustment which has not been settled or otherwise resolved for any amount of Tax has been proposed, asserted or assessed by any Governmental Authority against the Company;

(iv) the Company is not a party to any Tax allocation or sharing agreement;

(v) there is no action, suit, proceeding or audit now in progress, or to the Company's Knowledge, pending or threatened in writing against or with respect to the Company, in each case with respect to Taxes;

(vi) there are no liens for Taxes on any material asset of the Company other than Permitted Liens;

(vii) the Company has never engaged in or otherwise participated in any "listed transaction" as defined in Section 6707A(c)(2) of the Code as determined by the Internal Revenue Service, or any corresponding or similar provision of state, local or foreign Law;

(viii) since the Most Recent Balance Sheet Date, the Company has not made or changed any material election in respect of Taxes, adopted or changed any material accounting method in respect of Taxes, filed any amended Tax Return, surrendered any right to claim a refund of Taxes, entered into any closing agreement with any Governmental Authority, settled any material claim or assessment in respect of Taxes, or consented to any extension or waiver of the limitation period applicable to any material claim or assessment in respect of Taxes, in each case if such election, change, amendment, surrender, agreement, settlement or consent would have the effect of increasing the Tax liability of the Company for any period ending after the Closing Date;

(ix) at all times during its existence the Company has been classified as a partnership for United States federal income Tax purposes; and

(x) The Company is not a partnership described in Treasury Regulations Section 1.1445-11T(d)(1).

Section 4.18 Insurance. The Company has made available to the Buyer Parties all of the material insurance policies or binders for which the Company is a policyholder (“Insurance Policies”). All Insurance Policies are in full force and effect in accordance with their terms and all premiums with respect thereto covering all periods up to and including the Closing Date have been paid or will be paid when due. No material default exists with respect to the obligations of the Company under any such Insurance Policies. Since [date redacted] the Company has not received any written notice of cancellation, material change in premium or denial of renewal in respect of any of the Insurance Policies. This Section 4.18 shall not apply to any Benefit Plans or other employee benefit arrangements.

Section 4.19 Compliance with Law.

(a) The Company is and has been in compliance in all material respects with the Laws applicable to the Company or the Business, including any owned or leased properties of the Company, other than instances of non-compliance that, individually or in the aggregate, would not constitute or result in a Material Adverse Effect. During the past five years, no claims have been filed against the Company alleging a violation of any such Laws, and the Company has not received written or, to the Knowledge of the Company, other notice of any such violation.

(b) Section 4.19(b) of the Disclosure Schedule lists all material Governmental Authorizations owned or possessed by the Company or used by the Company in the conduct of its businesses. Except as indicated on Section 4.19(b) of the Disclosure Schedule, the Company owns or possesses all right, title and interest in and to all material Governmental Authorizations which are necessary to conduct its business as presently conducted. The Company is in material compliance with the terms and conditions of such Governmental Authorization. No loss or expiration of such Governmental Authorizations is pending or, to the Knowledge of the Company, threatened (including, without limitation, as a result of the transactions contemplated hereby) other than expiration in accordance with the terms thereof, which terms do not expire as a result of the consummation of the transactions contemplated hereby. The Company has not received any written notices alleging the failure to hold any Governmental Authorization.

Section 4.20 Actions. Other than the [identity of action redacted] (i) there are no material Actions pending or, to the Company’s Knowledge, threatened in writing against the Company; (ii) there are no Actions pending or, to the Company’s Knowledge, threatened in writing against the Company that, individually or in the aggregate, would have a Material Adverse Effect on the Company’s ability to execute, deliver or perform this Agreement or any other Transaction Document to which the Company is a party, or to timely consummate the transactions contemplated hereby or thereby; and (iii) the Company is not subject to any order, writ, judgment, award, injunction or decree of any Governmental Authority of competent jurisdiction or any arbitrator or arbitrators.

Section 4.21 Environmental Compliance.

Other than as set forth in Section 4.21 of the Disclosure Schedule:

(a) The Company has complied in all material respects with all Environmental Laws for the past five years. The Company has no Environmental Liabilities.

(b) No notice, notification, demand, request for information, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed and, to the Knowledge of the Company, no investigation or review is pending or, to the Company's Knowledge, threatened, by any Governmental Authority or other entity with respect to any (A) alleged violation by the Company of any Environmental Law, or any liability thereunder, (B) alleged failure by the Company to have any Environmental Permit, or (C) use, generation, treatment, storage, handling, recycling, transportation or disposal of any Hazardous Substance by the Company .

(c) The Company has not handled any Hazardous Substance, other than as a generator, on any property now or previously owned or leased by the Company. The Company has no Knowledge of the presence of urea formaldehyde, polychlorinated biphenyls, asbestos or asbestos-containing materials, or underground storage tanks or related piping for Hazardous Substances (active or abandoned) at any property now or previously owned or leased by the Company. The Company has not Released any Hazardous Substance on or under any property now or previously owned or leased by the Company, and the Company has no Knowledge of any Releases by third-parties on or under any property now or previously owned or leased by the Company. To the Company's Knowledge, no Hazardous Substance is present, in a reportable quantity established by any Environmental Law, at, on or under any property now or previously owned or leased by the Company.

(d) The Company has not transported or arranged for the transportation of any Hazardous Substance to any location that is (A) listed or proposed for listing on the National Priorities List promulgated pursuant to CERCLA or on any similar state list of sites requiring investigation or clean-up or (B) the subject of federal, state or local enforcement actions or other investigations that may lead to claims for any Environmental Liabilities against the Company including, without limitation, clean-up costs, environmental assessments, remedial work, damages to natural resources, personal injury, or claims under CERCLA.

(e) No oral or written notification of a Release of a Hazardous Substance has been filed, or may be required to be filed, by or on behalf of the Company and no property now or, to the Company's Knowledge, previously owned, used, or leased by Company is listed or, to the company's Knowledge, proposed for listing, on the National Priorities List promulgated pursuant to CERCLA or on any similar state list of sites requiring investigation or clean-up.

(f) No notice, lien or other restriction relating to the presence of Hazardous Substances or otherwise arising under Environmental Law has been placed on any property or facility now leased by or on behalf of the Company, and no governmental actions have been taken or, to the Company's Knowledge, are in process that could subject any such property or facility to such a notice, lien or other restriction. The Company is not required to place any such notice, lien

or other restriction relating to the presence of Hazardous Substances under any Environmental Law at any property used in connection with the operation the business or in any deed to such property.

(g) There have been no environmental investigations, studies, audits, tests, reviews or other analyses conducted by or for the Company or of which the Company has Knowledge, relating to any property or facility now or, to the Knowledge of the Company, previously owned or leased by the Company.

(h) The Company has not contracted, or otherwise agreed, to indemnify any Person, in whole or in part, with respect to any liability, obligation, claim, costs, fees, or demand, known or unknown, arising under, or related to, any Environmental Law. The Company has not contractually agreed to assume any liability, obligation, costs, expenses, claims or fees arising under any Environmental Law, nor is it obligated under any agreement to undertake any remediation, removal, response or site assessment activities at any site, property or location.

#### Section 4.22 Suppliers and Customers.

(a) Section 4.22(a) of the Disclosure Schedule sets forth a list of the ten (10) largest customers (including brokers for or aggregators of customers) (each a "Material Customer", and collectively, the "Material Customers") of the Company, as measured by the dollar amount of revenues recognized by the Company, during each of the twelve (12) month periods ended December 31, 2016 and December 31, 2015, showing the amount of revenues recognized by the Company from such customer during each such period. To the Knowledge of the Company, there are no bankruptcies filed by, on behalf of, or against any Material Customer. To the Knowledge of the Company, no Material Customer intends to cancel or materially change the terms of any Contract with the Company or its use of goods or services of the Company to the detriment thereof in the future. No Material Customer has canceled or otherwise terminated its relationship with the Company or materially decreased its usage or purchase of the services or products of the Company, and the Company has not received written or, to the Knowledge of the Company, oral notice of any plan or intention of any Material Customer to terminate, cancel or otherwise materially and adversely modify its relationship with the Company or to materially decrease or limit its usage, purchase or distribution of the services or products of the Company.

(b) Section 4.22(b) of the Disclosure Schedule sets forth a list of the ten (10) largest vendors, suppliers and similar service providers of the Company (each a "Material Supplier", and collectively, the "Material Suppliers") of the Company, as measured by the dollar volume of purchases from such suppliers, during each of the twelve (12) month periods ended December 31, 2016 and December 31, 2015, showing the amount of payments made by the Company to each Material Supplier during each such period. To the Knowledge of the Company, there are no bankruptcies filed by, on behalf of, or against any Material Supplier. The Company has not received any written notice to the effect that any Material Supplier will stop, materially decrease the rate of, or materially change the terms (whether related to payment, price or otherwise) with respect to, supplying materials, products or services to the Company (whether as a result of the consummation of the transactions contemplated by this Agreement, the Transaction Documents or otherwise).

Section 4.23 Anti-Corruption Matters. Neither the Company nor any of its officers, directors or employees in their capacities as such, nor, to the Knowledge of the Company, any person or entity acting on behalf of the Company, has offered, authorized, made, paid or received (whether previously or agreed to do so in the future), directly or indirectly, any bribes, kickbacks or other similar payments or offers or transfers of value in connection with obtaining or retaining business or to secure an improper advantage to or from any Person in violation of any Anti-Corruption and Anti-Bribery Law. Neither the Company nor, to the Knowledge of the Company, any of its officers, directors or employees in their capacities as such has, directly or indirectly, committed any violation of any Anti-Corruption and Anti-Bribery Law.

Section 4.24 Import / Export Compliance. All duties, tariffs, customs, penalties, merchandise processing fees or other payments required to be paid with respect to the importation or exportation of any products or merchandise by the Company have been paid, and the Company is in, and for the past five years has been in, material compliance with all Laws governing the importation or exportation of products or merchandise and any other Laws regarding the use of funds for political activity or commercial bribery. The Company has not been nor is the subject of any Action involving or otherwise relating to any alleged or actual violation of any Law concerning the importation of merchandise, the export or reexport of products, services and technology, the terms and conduct of international transactions, or making or receiving international payments, or relating to any alleged or actual underpayment of customs duties, fees, taxes or other amounts owed with respect thereto.

Section 4.25 Related Party Transactions. Except (a) for this Agreement and the Transaction Documents and the transactions contemplated hereby or thereby, (b) as set forth on Section 4.25 of the Disclosure Schedule, (c) for any employment agreements or other compensation arrangements and (d) for any Contracts or arrangements solely between or among, or ownership interests in any of, the Company, no Member or Affiliate thereof (i) owns any direct or indirect interest of any kind in, or controls or has controlled, or is a manager, officer, director, shareholder, member or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, any Person which is a competitor, supplier, vendor, customer, landlord, tenant, creditor or debtor of the Company, (ii) owns or has an interest in, directly or indirectly, any property, asset or right, which is material to the Company, (iii) owes any money to or is owed any money by the Company, (iv) is a party to a Contract, or is involved in any business arrangement or other relationship, with the Company (whether written or oral), nor has the Company pledged any assets or guaranteed any obligations on behalf of any such Person or (v) has any claim or cause of action against the Company.

Section 4.26 Brokers' Fees. Except for fees payable to American Discovery Capital, LLC, there is no fee or commission payable by the Company to any investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Company in connection with the transactions contemplated hereby.

Section 4.27 Trade Marketing Programs. Set forth on Section 4.27 of the Disclosure Schedule is a description of each Trade Marketing Program used by the Company in the last eighteen (18) months.

**ARTICLE 5**  
**REPRESENTATIONS AND WARRANTIES OF THE BUYER PARTIES**

The Buyer Parties hereby represent and warrant to the Members and the Company as follows:

Section 5.1 Organization and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has all requisite corporate power and authority to own and operate its properties and assets and to carry on its business as currently conducted. Buyer is duly qualified to do business and is in good standing in the State of Delaware. Parent is a company duly organized, validly existing and in good standing under the Laws of the Province of Nova Scotia. Parent has all requisite corporate (or similar entity) power and authority to own and operate its properties and assets and to carry on its business as currently conducted. Parent is duly qualified to do business and is in good standing in its jurisdiction.

Section 5.2 Corporate Authorization. Each Buyer Party has full corporate (or similar entity) power and authority to execute and deliver this Agreement and each of the Transaction Documents to which it is a party, and to perform its obligations hereunder and thereunder. The execution, delivery and performance by each Buyer Party of this Agreement and each of the Transaction Documents to which it is a party has been duly and validly authorized by such Buyer Party and no additional corporate (or similar entity) authorization or consent by such Buyer Party is required in connection therewith.

Section 5.3 Binding Effect. This Agreement and each of the Transaction Documents to which each Buyer Party is a party, when executed and delivered by the parties thereto (assuming due execution and delivery by the other parties hereto), constitutes a valid and legally binding obligation of such Buyer Party, enforceable against such Buyer Party, as applicable, in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, or moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

Section 5.4 Capitalization.

(a) The authorized capital stock of Buyer consists of 11,000 common shares. Parent owns all of the issued and outstanding capital stock of Buyer.

(b) The authorized share capital of Parent consists of: (a) an unlimited number of common shares; (b) 5,999,994 preference shares, par value of CAD\$25 each, issuable in series; (c) 1,025,542 redeemable preference shares, par value of CAD\$1 each, redeemable at par; (d) an unlimited number of non-voting equity shares. As of the close of business on the date hereof, there were: 30,889,537 issued and outstanding shares of the Parent Common Stock; and no other shares were issued and outstanding. The number of outstanding Options, PSUs, DSUs, and RSUs and the exercise price or issuance price or grant value, as applicable, and vested percentage, where applicable, of such Options, PSUs, DSUs, and RSUs are as set out in Parent Public Disclosure Record, subject to adjustments to account for executive compensation grants made through the

date hereof. Except for the rights under this Agreement and other than as disclosed in the Parent Public Disclosure Record, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate Parent or any of its Subsidiaries to issue or sell any shares of capital stock or other securities of Parent or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any person a right to subscribe for or acquire, from treasury any securities of Parent or any of its Subsidiaries, and no securities or obligations evidencing such rights are authorized, issued or outstanding. Except for outstanding Options, PSUs, DSUs, RSUs and other than as disclosed in the Parent Public Disclosure Record, there are no outstanding contractual rights to which Parent or any of its Subsidiaries is a party, the value of which is based on the value of the Parent Common Stock. There are no outstanding bonds, debentures or other evidences of indebtedness of Parent or its Subsidiaries having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the Parent Common Stock on any matter. Other than as disclosed in the Parent Public Disclosure Record, there are no outstanding obligations of Parent or its Subsidiaries to (i) repurchase, redeem or otherwise acquire any outstanding shares of the Parent Common Stock or with respect to the voting or disposition of any outstanding securities of Parent or its Subsidiaries, or (ii) make any investment in or provide any funds to (whether in the form of a loan, capital contribution or otherwise) any person, other than a subsidiary. Other than as disclosed in the Parent Public Disclosure Record, no holder of securities issued by Parent or its Subsidiaries has any right to compel Parent or its Subsidiaries to register or otherwise qualify securities for public sale in Canada, the United States of America or elsewhere, and there are no shareholder agreements, voting trusts or other agreements or understandings to which Parent or any of its Subsidiaries is a party with respect to the voting of the capital stock or other equity interests of Parent or any of its Subsidiaries.

#### Section 5.5 Regulatory Approvals and Third Party Consents.

(a) Except as set forth in Schedule 5.5(a) (the “Buyer Regulatory Approvals” and, together with the Company Regulatory Approvals, the “Regulatory Approvals”), no Governmental Authorization or filing is required to be obtained by any Buyer Party from, or to be given by any Buyer Party to, or made by any Buyer Party with, any Governmental Authority or securities exchange, as a result of the execution, delivery or performance by any Buyer Party of its obligations under this Agreement or under the Transaction Documents to which it is a party, except for such Governmental Authorization or filings that if failed to be obtained, given or made would not, individually or in the aggregate, reasonably be expected to materially adversely affect any Buyer Party’s ability to execute, deliver or perform this Agreement or any other Transaction Document, or to timely consummate the transactions contemplated hereby or thereby.

(b) Other than the Bank Consent (also referred to herein as the the “Buyer Third Party Consents” and, together with the Company Third Party Consents, the “Third Party Consents”), no consent, approval, waiver or authorization is required to be obtained by any Buyer Party from, or to be given by any Buyer Party to, or made by any Buyer Party with, any Person other than a Governmental Authority or securities exchange, as a result of the execution, delivery or performance by any Buyer Party of this Agreement and the Transaction Documents to which it is a party, except for such consents, approvals, waivers or authorizations of which the failure to obtain would not, individually or in the aggregate, reasonably be expected to materially adversely

affect any Buyer Party's ability to execute, deliver or perform this Agreement or any other Transaction Document, or to timely consummate the transactions contemplated hereby or thereby.

Section 5.6 Non-Contravention. The execution, delivery and performance by each Buyer Party of this Agreement and each of the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) violate any provision of the Organizational Documents of such Buyer Party, (b) assuming the receipt of all Buyer Regulatory Approvals and Buyer Third Party Consents, materially conflict with, or result in the material breach of, or constitute a material default under, or result in the termination, cancellation, material modification or acceleration (whether after the filing of notice or the lapse of time or both) of any material right or obligation of such Buyer Party under, or result in a loss of any benefit to which such Buyer Party is entitled under, any Contract to which such Buyer Party is a party or result in the creation of any Lien upon any of its assets or (c) assuming the receipt of all Buyer Regulatory Approvals and Buyer Third Party Consents, materially violate or result in a material breach of or constitute a material default under any Law or Governmental Authorization to which such Buyer Party or its Affiliates are subject.

Section 5.7 Actions. There are no Actions pending or, to Buyer's Knowledge, threatened against any Buyer Party that, individually or in the aggregate, would have a material adverse effect on any Buyer Party's ability to execute, deliver or perform this Agreement or any other Transaction Document, or to timely consummate the transactions contemplated hereby or thereby. No Buyer Party is subject to any order, writ, judgment, award, injunction or decree of any Governmental Authority of competent jurisdiction or any arbitrator or arbitrators that, individually or in the aggregate, would have a material adverse effect on a Buyer Party's ability to execute, deliver or perform this Agreement or any other Transaction Document, or to timely consummate the transactions contemplated hereby or thereby.

Section 5.8 [financial condition redacted]

Section 5.9 Stock Consideration.

(a) Parent has taken all necessary action to authorize the issuance of the Stock Consideration, and such common shares will, at the time of issuance, be validly issued and fully paid and non-assessable common shares in the capital of Parent.

(b) The Stock Consideration will be allotted and issued fully paid, free and clear of any and all Liens. The Stock Consideration will rank pari passu in all respects with, and be identical to, the existing common shares in the capital of Parent then in issue and will rank in full for all dividends and other distributions declared, made or paid on the common shares in the capital of Parent after the date of issue.

(c) The issuance of the Stock Consideration will not be subject to pre-emptive or other similar rights of any security holder of Parent, other than pursuant to any shareholder rights plan or other right that have been made available to the Members.

(d) The issued and outstanding common shares in the capital of Parent are listed and posted for trading on the TSX.

#### Section 5.10 Investment Representations.

(a) Buyer is acquiring the Purchased Interests solely for investment purposes and not with a view to, or for sale in connection with, any distribution thereof in violation of any Law (including the Securities Act of 1933 (the “Securities Act”), and Buyer is an “accredited investor” as defined in Rule 501(a) promulgated under the Securities Act.

(b) Buyer acknowledges the Purchased Interests are not registered under the Securities Act or any other applicable securities or “blue-sky” Laws, and that the Purchased Interests may not be transferred or sold except pursuant to the registration provisions of such Securities Act or pursuant to an applicable exemption therefrom and pursuant to any other applicable securities or “blue-sky” Laws.

(c) There are no existing Contracts pursuant to which Buyer will divest or otherwise dispose of the Purchased Interests or the assets of or equity in, or by any other manner, the Company.

Section 5.11 Canadian Securities Law Matters. Parent is a “reporting issuer” under applicable Canadian Securities Laws in the Reporting Jurisdictions, and is not in default of any requirements of any Canadian Securities Laws applicable in the Reporting Jurisdictions. No delisting, suspension of trading in or cease trading order with respect to Parent Common Stock is pending or, to Buyer’s Knowledge, threatened. The documents comprising Parent Public Disclosure Record did not at the time filed with Securities Regulators contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, not misleading in light of the circumstances under which they were made. Parent has timely filed with the Securities Regulators all material forms, reports, schedules, statements and other documents required to be filed by Parent with the Securities Regulators since December 31, 2016. Parent has not filed any confidential material change report with the Securities Regulators which at the date hereof remains confidential.

Section 5.12 Financial Statements. The audited consolidated financial statements included in Parent Public Disclosure Record fairly present, in all material respects, in conformity with GAAP applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of Parent and its consolidated Subsidiaries as of the dates thereof and their consolidated statements of earnings, comprehensive income, shareholders’ equity and cash flows for the periods then ended. Except as set forth in Parent’s financial statements, neither Parent nor any of its Subsidiaries have any documents creating any material off-balance sheet arrangements. Neither Parent nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, partnership agreement or any similar contract (including any contract relating to any transaction, arrangement or relationship between or among Parent or any

of its Subsidiaries, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand) where the purpose or effect of such arrangement is to avoid disclosure of any material transaction involving Parent or any of its Subsidiaries in Parent's financial statements.

Section 5.13 Acknowledgments. [representation reliance language redacted]

Section 5.14 Solvency. Immediately after giving effect to the Closing (and any transactions related thereto or incurred in connection therewith), each of the Buyer Parties and the Company shall be able to pay its debts as they become due and shall own property which has a fair saleable value greater than the amounts required to pay their respective debts (including a reasonable estimate of the amount of all contingent liabilities). Immediately after giving effect to the Closing (and any transactions related thereto or incurred in connection therewith), each of the Buyer Parties and the Company shall have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of any Buyer Party or the Company.

Section 5.15 Brokers' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of any Buyer Party or any of its Affiliates who might be entitled to any fee or commission from such Buyer Party or its Affiliates in connection with the transactions contemplated hereby.

## ARTICLE 6 COVENANTS

Section 6.1 Access and Reports. Subject to applicable Law, upon reasonable advanced notice from Buyer to the Company, the Company shall afford Buyer's officers and other authorized representatives reasonable access to the properties, books and records of the Company during normal business hours throughout the period prior to the Closing Date for the purpose of facilitating the consummation of the transactions contemplated hereby, *provided, however*, that the foregoing shall not require the Company (a) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would result in the disclosure of any trade secrets or violate any of the obligations of the Company with respect to confidentiality, (b) to disclose information or materials protected by attorney client, attorney work product or other legally recognized privileges or immunity from disclosure, (c) to permit any environmental sampling, testing or other intrusive investigations of any property, (d) disclose information that could cause competitive harm to the Company if the transactions contemplated hereby are not consummated or (e) to take any action that could cause material disruption to the business of the Company. In addition, in no event shall Buyer have access, at any time prior to the Closing, to any information regarding pending or proposed bids for new Contracts or any related information where Buyer or an Affiliate of Buyer also has submitted or intends to submit a bid for such Contract. All requests for information made pursuant to this Section 6.1 shall be directed to the Person designated by the Company in a notice given to Buyer (the "Company Designee"), and all such information shall be governed by the terms of Section 6.5 and the non-disclosure agreement between the Company and Parent, dated November 3, 2016 (the "Confidentiality Agreement"). In no event shall a Buyer Party speak to any of the employees, customers, clients, distributors, vendors, lessors, lenders or other business relations of the Company without the prior written consent of the Company Designee.

Section 6.2 Efforts to Consummate; Certain Governmental Matters.

(a) The Company and each Buyer Party shall use their respective reasonable commercial efforts to obtain and to cooperate in obtaining the Regulatory Approvals and Third Party Consents. The parties have made a filing under the HSR Act and under any other applicable Competition/Investment Law prior to the date hereof.

(b) Each Buyer Party, and the Company, at the expense of Buyer, shall respond as promptly as practicable to any inquiries received from the Antitrust Division of the U.S. Department of Justice (the "Antitrust Division"), the Federal Trade Commission, or any other Governmental Authority for additional information or documentation and to all inquiries and requests received from any Governmental Authority in connection with the transactions contemplated hereby.

(c) The Company and each Buyer Party shall use their respective reasonable commercial efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, or reasonably advisable on its part under this Agreement and applicable Law to satisfy the conditions to Closing, and to consummate and make effective the transactions contemplated hereby as soon as practicable.

(d) Subject to applicable Law or except as prohibited by any Governmental Authority, the Company and each Buyer Party each shall keep the other apprised of the status of matters relating to consummation of the transactions contemplated hereby, including (i) promptly notifying the other of any facts, circumstances or other reason that would prevent the receipt of any Regulatory Approvals or the Third Party Consents for the timely consummation of transactions contemplated hereby and by the Transaction Documents, and (ii) promptly furnishing the other with copies of material notices or other communications received by it from any third party or any Governmental Authority with respect to the transactions contemplated hereby; *provided, however*, that any such notices furnished by the parties to one another may be redacted to the extent necessary, (i) to comply with applicable Law, (ii) to protect the confidentiality of information that if furnished would not materially facilitate the other party's understanding of the status of matters relating to consummation of the transactions contemplated hereby or (iii) to protect information protected by the attorney-client privilege or other privilege or the attorney work product doctrine. Neither the Company nor any Buyer Party shall permit any of its officers or any other representatives or agents to participate in any meeting with any Governmental Authority with respect to any filings, investigation or other inquiry relating to the transactions contemplated hereby unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate thereat.

(e) Subject to applicable Law and except as required by any Governmental Authority, neither the Company nor any Buyer Party shall (i) agree to extend any waiting period under the HSR Act or under any other applicable Competition/Investment Law without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed); (ii) enter into any agreement with any Governmental Authority not to consummate the transactions contemplated hereby without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed); or (ii) take any other action that would be reasonably likely to prevent or materially delay the receipt of any Regulatory Approvals or Third Party Consents.

(f) [consequences of failure of certain conditions redacted]

(g) [consequences of failure of certain conditions redacted]

(h) Notwithstanding anything to the contrary herein, in connection with the exercise of any reasonable commercial efforts, commercially reasonable efforts or other standard of conduct pursuant to this Agreement, neither the Members nor, prior to the Closing, the Company (nor any of their respective Affiliates) shall be required, in respect of any provision of this Agreement, to pay any fees, expenses or other amounts to any Governmental Authority or any party to any Contract (excluding, for the avoidance of doubt, ordinary course fees and expenses of their respective attorneys and advisors), commence or participate in any Action or offer or grant any accommodation (financial or otherwise) to any third party. [competition cost language redacted]

(i) Each Buyer Party agrees to provide such security, guaranties and assurances as to financial capability, resources and creditworthiness as may be reasonably requested by any Governmental Authority or other third party whose consent or approval is sought in connection with the transactions contemplated hereby.

(j) Following the public announcement of the transactions contemplated hereby, the Company shall take such steps as may be mutually agreed with Buyer to begin the process of obtaining the Company Third Party Consents.

Section 6.3 Securities Law Covenants of Parent. Parent covenants and agrees that during the period from the date of this Agreement until the earlier of the Closing Date and the time that this Agreement is terminated in accordance with its terms, unless otherwise: (i) agreed to in writing by the Member Representative (which such consent shall not be unreasonably withheld); or (ii) required or expressly permitted or specifically contemplated by this Agreement:

(a) Parent will make all necessary filings and applications under applicable Canadian Securities Laws required to be made on the part of Parent in connection with the transactions contemplated herein and shall take all reasonable action necessary to be in compliance with such applicable Canadian Securities Laws including doing all things and making all such filings as are necessary to ensure that the Stock Consideration may be issued to the Members on a private placement basis in accordance with applicable Canadian Securities Laws and applicable federal and states securities laws of the United States of America; and

(b) Within two (2) Business Days of the approval of this Agreement by the board of directors of Parent (which approval has been obtained by Parent as of the date hereof), Parent shall apply to the TSX, and shall use its commercially reasonable efforts to obtain the TSX Approval, subject to customary conditions, and Parent shall provide the Member Representative a reasonable opportunity to review and comment on any applications or materials to be provided to the TSX by Parent prior to filing such materials with the TSX and give reasonable consideration to the Members' comments. As soon as possible following the Closing Date, Parent shall take all necessary actions to fulfill the conditions set forth in the conditional TSX Approval required for the Stock Consideration to be approved for listing on the TSX.

Section 6.4 Interim Operation Covenants of the Company. Except (A) as required by applicable Law or any Governmental Authority, (B) as otherwise contemplated hereby, (C) as Buyer may consent, which consent may not unreasonably be withheld, conditioned or delayed, (D) for repayments, redemptions or repurchases of loans or other obligations under the Funded

Indebtedness, or amendments, refinancings, restatements or extensions of any Funded Indebtedness or documents therefor, (E) tax distributions and other distributions of Cash on Hand, or (F) as set forth in Schedule 6.4, during the period from the date hereof until the Closing Date:

(a) The Company shall use commercially reasonable efforts to conduct its business in the ordinary course. Notwithstanding the foregoing, in the event that a Material Adverse Effect occurs as a result of actions or omissions that the Company would have been expected to take (or omit taking) in light of the competitive position and financial resources of the Company, the Company, in its reasonable discretion, may respond to such Material Adverse Effect by taking actions to remedy the Material Adverse Effect (and shall also promptly provide Buyer with notice of such actions, which notice shall describe such actions with reasonable particularity).

(b) The Company shall not:

(i) implement or adopt any material change in its accounting principles, practices or methods, other than as may be required by Law or applicable accounting requirements;

(ii) terminate, enter into, establish, adopt, or materially amend any Benefit Plan or Existing Employment Agreement, or materially increase the compensation of any Employee, other than, in any such case, (A) as would not result in liability to the Company following the Closing, (B) to the extent paid in cash prior to Closing or to the extent included in Closing Company Transaction Expenses, (C) in the ordinary course of business, (D) in the case of new hires or promotions or (E) as required by any Benefit Plan or Existing Employment Agreement in effect as of the date of this Agreement;

(iii) compromise or settle any Action (A) resulting in an obligation of the Company to pay more than [amount redacted] in respect of compromising or settling such Action or (B) in respect of any claim of the Company to receive any payment of more than [amount redacted] in respect of settling any Action;

(iv) acquire (by merger or stock or asset purchase or otherwise) any corporation, partnership, other business organization or any material business or division thereof;

(v) amend its Organizational Documents;

(vi) issue any additional shares of its own capital stock or equity interests, or any options, warrants, convertible securities or other rights exercisable therefor or convertible thereinto, other than any such shares, equity interests, options, warrants, convertible securities or other rights that are outstanding on the date hereof or that are issued to Members;

(vii) adjust, split, combine, redeem, reclassify, purchase or otherwise acquire, any shares of its own capital stock or equity interests, or any options, warrants, convertible securities or other rights exercisable therefor or convertible thereinto, other than any such transaction or event involving solely one or more of the Members; it being understood, however, that the Company shall be freely permitted to declare, pay or issue cash dividends or other distributions, including, without limitation, distribution of the items set forth on Schedule 6.4.

(viii) make any change in its material Tax elections or accounting methods, or enter into any closing agreement, settlement or compromise of any claim or assessment, in each case in respect of material Taxes, or consent to any extension or waiver of any limitation period with respect to any claim or assessment for material Taxes;

(ix) transfer any of its material assets, other than sales of inventory or equipment, sub-leases, licenses and other transactions in the ordinary course of business; or

(x) enter into any Contract with respect to any of the foregoing.

#### Section 6.5 Public Disclosure; Confidentiality.

(a) Notwithstanding anything to the contrary contained in this Agreement, except as may be required to comply with the requirements of any applicable Law or the rules or regulations of the TSX or any other applicable securities exchange, from and after the date hereof, no party shall make any press release or similar public announcement or public communication relating to this Agreement unless any description or discussion of this Agreement and the transactions contemplated hereby to be included in such release, announcement or communication is specifically approved in advance by Buyer, the Company and the Member Representative, which approval shall not be unreasonably withheld, conditioned or delayed. For the avoidance of any doubt, Parent shall be permitted to disclose the details of this Agreement in a news release and material change report, and to publicly file a copy of this Agreement (including all schedules, exhibits and appendices thereto), with redactions as permitted under applicable Law; provided, however, that Parent shall provide the Member Representative a reasonable opportunity to review and comment on such news release and material change report, and redacted version of this Agreement (including all redacted schedules, exhibits and appendices thereto) prior to issuing and/or filing such materials and shall give reasonable consideration to the Member Representative's comments.

(b) From and after the date of this Agreement, each Buyer Party, the Company and the Members shall, and shall cause each of their respective Affiliates to, keep confidential the terms and existence of this Agreement and the Transaction Documents and the negotiations relating thereto and all documents and information obtained by a party from another party in connection with the transactions contemplated hereby (collectively, the "Confidential Information") except (i) to the extent that it is reasonably necessary to disclose the Confidential Information to obtain the Regulatory Approvals or Third Party Consents, (ii) for disclosures otherwise made in satisfaction of any of the obligations under this Agreement, (iii) to the extent required by applicable Law, (iv) as made public prior to the date of this Agreement by either party not in violation of this Agreement and (iv) each Buyer Party, the Company and the Members may disclose such information to such Person's equityholders or Affiliates, and their respective Representatives but subject to the provisions of the Confidentiality Agreement.

(c) The terms of the Confidentiality Agreement are hereby incorporated herein by reference and shall continue in full force and effect until the Closing, at which time the Confidentiality Agreement shall terminate. If this Agreement is terminated prior to the Closing, then the Confidentiality Agreement shall continue in full force and effect in accordance with its terms.

Section 6.6 Exclusive Dealing. During the period from the date hereof through the Closing or the earlier termination of this Agreement, neither the Company nor the Members shall take any action to encourage, initiate or engage in discussions or negotiations with any Person (other than the Buyer Parties and their Affiliates and Representatives) concerning any sale of the equity interests of, or sale of all or substantially all of the assets of (including by merger or consolidation) the Company (other than assets sold in the ordinary course of business).

Section 6.7 Non-Competition.

(a) Wynn hereby agrees as follows:

(i) During the period beginning on the Closing Date and ending on the [number redacted] anniversary of the Closing Date (the “Wynn Non-Compete Period”), Wynn shall not, other than as set forth on Schedule 6.7(a), acquire, own, manage, operate, join, control, or participate in the ownership, management, operation or control of, consult with or perform services for, lend money or capital to, invest capital in, or be connected in any manner with, including, without limitation, as a partner or through stock ownership in, any business or Person that engages anywhere [geographic scope redacted] in the business of importing and distributing frozen seafood products (the “Wynn Business”); *provided, however*, that Wynn shall not be prohibited or restricted from (x) owning up to [percentage redacted] of the outstanding stock of a corporation that is publicly traded on a national securities exchange or in the over-the-counter market so long as Wynn has no active participation in connection with the business of such corporation; and (y) being employed by or otherwise rendering services to any Person that engages in the Wynn Business and any other business so long as Wynn does not directly engage in the Wynn Business.

(ii) During the Wynn Non-Compete Period, Wynn shall not induce or attempt to induce any employee or consultant of the Company to leave the employ of the Company.

(iii) [supply exception redacted].

(b) Each of Pattana or Wales hereby agrees as follows:

(i) During the period beginning on the Closing Date and ending on the earlier of (x) the [number redacted] anniversary of the Closing Date and (y) the date on which the Buyer terminates the Supply Agreement with Wales (in the case of Wales) or the Supply Agreement with PTN Group (in the case of Pattana), in each case, other than pursuant to Section 10.1(iii) of the applicable Supply Agreement, such Member shall not, other than to the extent consistent with the sales records set forth on Schedule 6.7(b) (accounting for past business practices), acquire, own, manage, operate, join, control, or participate in the ownership, management, operation or control of, consult with or perform services for, lend money or capital to, invest capital in, or be connected in any manner with, including, without limitation, as a partner or through stock ownership in, any business or Person that engages anywhere [geographic scope redacted] in the business of importing and distributing frozen shrimp (the “Thai Business”); *provided, however*, that such Member shall not be prohibited or restricted from (x) the foregoing, to the extent that such Member’s Supply Agreement is then in effect and the foregoing is permitted pursuant to such Supply Agreement, (y) owning up to [percentage redacted] of the outstanding stock of a corporation that is publicly traded on a national securities exchange or in the over-the-counter market so long as such Member has no active participation in connection with the business of such corporation, and (z) being employed by or otherwise rendering services to any Person that engages in the Business and any other business so long as such Member does not directly engage in the Thai Business.

(ii) During the applicable period set forth in Section 6.7(b)(i), such Member shall not induce or attempt to induce any employee or consultant of the Company to leave the employ of the Company.

(c) The restrictions contained in this Section 6.7 shall lapse as to a Member in the event that any Buyer Party or any Affiliate thereof fails to comply in any material respect with any obligation under any Transaction Document between such Buyer Party or its Affiliate, on the one hand, and such Member or any Affiliate thereof, on the other hand (including, without limitation, this Agreement) and fails to cure such non-compliance within thirty (30) days following receipt of written notice thereof from such Member or its Affiliate.

#### Section 6.8 Release.

(a) Each Buyer Party agrees that, effective as of the Closing Date, the Company shall be deemed to have released and discharged each Member (whether in such Person’s capacity as a member, equity holder, director, officer, employee or otherwise) from any and all claims, demands and causes of action, whether known or unknown, liquidated or contingent, relating to, arising out of or in any way connected with the dealings of the Company and such Person from the beginning of time through the Closing Date (the “Company Released Claims”), it being understood, however, that such release shall not operate to release such Person from any of the terms, conditions, or other provisions or obligations under this Agreement or the other Transaction Documents.

(b) Each Member, on behalf of itself and its Affiliates, hereby releases and discharges, effective as of the Closing Date, (i) the Company from any and all claims, demands and causes of action, whether known or unknown, liquidated or contingent, which each Member and such Affiliate ever had, now has or may have relating to, arising out of or in any way connected with (A) such Member's equity ownership in the Company, and any circumstance, agreement, action, omission, event or matter occurring or existing prior to the Closing Date between such Member and the Company and related thereto and (B) the allocation of the Estimated Purchase Price and Final Purchase Price, in each case as set forth on the Allocation Schedule, and any circumstance, agreement, action, omission, event or matter occurring or existing prior to, on or after the Closing Date between such Member and the Company and related thereto (the claims set forth in this sub-clause (B) being referred to herein as the "Allocation Claims"), and (ii) each Buyer Party and each other Member from any and all claims, demands and causes of action, whether known or unknown, liquidated or contingent, which each Member and such Affiliate ever had, now has or may have relating to, arising out of or in any way connected with the Allocation Claims (collectively, clauses (i) and (ii) above being referred to herein as, the "Member Released Claims") and together with the Company Released Claims, the "Released Claims"); provided, however, that the Member Released Claims shall not include (v) except to the extent of the Allocation Claims, any claims relating to, arising out of or in any way connected with the terms, conditions and other provisions and obligations under this Agreement or the Transaction Documents or any other agreements entered into between such Member and the Company or a Buyer Party in connection with the transactions contemplated by this Agreement, (v) rights to seek indemnification pursuant to the items described in Section 6.10, (w) rights to any accrued but unpaid compensation owed by the Company to any Member as of the Closing, (x) rights to any accrued but unpaid business expenses of the Members to the extent that such expenses are reimbursable under the Company's existing company policies, (y) rights to any amounts due under any agreement between the Company and such Member pursuant to which the Member supplies or provides any products or services to the Company, or (z) rights under any benefit plan maintained, contributed to or sponsored by the Company as of the Closing.

(c) Each party acknowledges that the Laws of many states provide substantially the following: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Each party acknowledges that such provisions are designed to protect a party from waiving claims which it does not know exist or may exist. Nonetheless, each party agrees that, effective as of the Closing Date, each party shall be deemed to waive any such provision. Each party further agrees that no party shall, nor permit any Affiliate thereof to, (i) institute a lawsuit or other legal proceeding based upon, arising out of, or relating to any of the Released Claims, (ii) participate, assist, or cooperate in any such proceeding or (iii) encourage, assist and/or solicit any third party to institute any such proceeding.

Section 6.9 Access to Records and Employees after Closing.

(a) For a period of [number redacted] years after the Closing Date, each Member and its Representatives shall have reasonable access to all of the books and records of the Company, to the extent that such access may reasonably be required in connection with matters relating to or affected by the operations of the Company prior to the Closing Date, including the preparation of the Member's financial reports or Tax Returns, any Tax audits, the defense or prosecution of Actions, and any other reasonable need of the Member to consult such books and records. Such access shall be afforded by the Buyer Parties upon receipt of reasonable advance notice and during normal business hours. If any such books or records, or any other documents which the Members have the right to have access to pursuant to this Section 6.9(a) are produced by the Buyer Parties or the Company, or any of their respective Affiliates, to an actual or potentially adverse party (e.g., in litigation or in connection with a government investigation), the Buyer Parties shall endeavor to immediately make all such books, records and/or documents produced available for inspection and copying by the Members concurrently with the production of such books, records and/or documents. In addition, if the Buyer Parties or the Company, or any of their respective Affiliates, shall desire to dispose of any of such books or records prior to the expiration of such ten (10) year period, the Buyer Parties shall, prior to such disposition, give the Members a reasonable opportunity to segregate and remove such books and records as the Members may select.

(b) The Buyer Parties shall provide to any Member so requesting, reasonable assistance by providing employees of the Company to act as witnesses and preparing documents, reports and other information requested by the Member in support of the activities described in Section 6.9(a).

(c) Any Member may retain copies of any Contracts, documents or records of the Company: (i) for archival purposes, (ii) which relate to properties or activities of such Member other than the Company, (iii) which are required to be retained pursuant to any legal requirement or are subject to the attorney-client privilege, or (iv) for financial reporting purposes, for Tax purposes or for legal defense or prosecution purposes.

Section 6.10 Directors' and Officers' Indemnification and Exculpation.

(a) Each Buyer Party agrees that all rights to indemnification and exculpation for acts or omissions occurring prior to the Closing now existing in favor of the current or former directors or officers (or persons holding similar positions) of the Company have the right to indemnification or exculpation by the Company (collectively, the "Covered Persons") as provided in its Organizational Documents, indemnity or indemnification agreements, as provided under Law or as provided pursuant to a resolution of the board of directors (or similar governing body) of the Company shall survive the transactions contemplated hereby and shall continue in full force and effect in accordance with their terms for a period of not less than [number redacted] years from the Closing. Without limiting the foregoing, for a period of not less than [number redacted] years from the Closing, the Buyer Parties shall not, and shall not permit the Company to, amend, modify or terminate any Organizational Document, Contract or resolution regarding or related to such indemnification matters.

(b) At or prior to the Closing, Buyer shall purchase a six (6)-year extended reporting period endorsement under each existing claims-made insurance policy of the Company in effect on the date hereof, providing that such endorsement shall extend the coverage under such policy for a period of [number redacted] years from the Closing for any claims arising from events which occurred prior to the Closing. Buyer shall, and shall cause the Company to, (i) upon the request of the Member Representative, make any claim for coverage under any such policy and take any action reasonably requested by the Member Representative to obtain reimbursement for covered losses under any such policy or to otherwise enforce any such policy or any provision thereof, (ii) promptly inform the Member Representative of any communication received by Buyer or the Company from, or given by Buyer or the Company to, any Person issuing any such insurance policy, (iii) permit the Member Representative to review any written communication from any such insurance provider and permit the Member Representative to review, before submission, any written communication to such insurance provider, (iv) consult with the Member Representative in advance of any meeting or conference with such insurance provider and, to the extent permitted by such insurance provider, give the Member Representative the opportunity to attend and participate, and (v) upon the Member Representative's request, promptly furnish to the Member Representative certificates of insurance evidencing such policy.

(c) The provisions of this Section 6.10 are (i) intended to be for the benefit of, and shall be enforceable by, each Covered Person and each other Person entitled to indemnification or coverage under a policy referenced in this Section 6.10, and each such Person's heirs, legatees, representatives, successors and assigns, it being expressly agreed that such Persons shall be third party beneficiaries of this Section 6.10, and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise.

(d) If Buyer or its successors or assigns (i) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of Buyer shall assume all of the obligations of Buyer set forth in this Section 6.10.

#### Section 6.11 Employment Matters.

(a) For a period of [time period redacted] following the Closing Date (the "Continuation Period"), Buyer shall, or shall cause its Affiliates (including the Company following the Closing) to, maintain the terms and conditions of employment of each of the Employees on terms and conditions that are [terms redacted]. In addition, and without limiting the immediately preceding sentence, during the Continuation Period, Buyer shall offer, or shall cause its Affiliates (including the Company following the Closing) to offer, each Employee participation in either the Benefit Plans, or employee benefit plans, agreements, programs, policies and arrangements of Buyer or any of its Affiliates (the "Buyer Plans"), in either case [terms redacted]. Nothing herein shall prevent Buyer, its Affiliates or the Company from terminating the employment of any Employee during the Continuation Period in compliance with applicable Law and any obligations arising as a result of Section 6.11(b).

(b) Notwithstanding anything to the contrary in this Agreement, and without limiting the provisions of Section 6.11(a), during the Continuation Period, Buyer shall, or shall cause its Affiliates or the Company to, [terms redacted]

(c) For purposes of eligibility, level of benefits, vesting and benefit accruals (other than benefit accruals under a defined benefit pension plan) under each Buyer Plan in which Employees are eligible to participate following the Closing, Buyer shall, and shall cause its Affiliates or the Company to, give each Employee full credit under each such Buyer Plan for all service with the Company, their Affiliates and any predecessor employer prior to the Closing to the same extent as such service was recognized for such purpose by the Company and/or their Affiliates prior to the Closing; provided, however, that such service shall not be credited to the extent that it would result in a duplication of benefits.

(d) Notwithstanding any other provision of this Agreement, nothing contained in this Section 6.11 shall (i) be deemed to be the adoption of, or an amendment to, any employee benefit plan, program, arrangement, contract or practice, or otherwise limit the right of the Company, Buyer or their respective Affiliates, to amend, modify or terminate any employee benefit plan, program, arrangement, contract or practice or (ii) give any third party any right to enforce the provisions of this Section 6.11.

#### Section 6.12 Tax Matters.

(a) The Member Representative shall, at its sole expense, prepare or cause to be prepared all income Tax Returns for the Company for all Pre-Closing Tax Periods that have not yet been filed as of the Closing Date. All such Tax Returns shall be prepared consistent with the past practice of the Company, except as otherwise required by applicable Law. At least thirty (30) calendar days prior to the due date for each such Tax Return prepared by the Member Representative, the Member Representative shall submit such Tax Return to Buyer for Buyer's review, comment and approval, which approval may be withheld only if such Tax Return has not been prepared in accordance with the requirements of this Section 6.12(a); *provided* that the Member Representative shall incorporate any reasonable comments from Buyer. Buyer will cause duly authorized officers of the Company (or any successor thereof) timely to execute and file such Tax Returns prepared in accordance with the requirements of this Section 6.12(a).

(b) Buyer shall, at its sole expense, prepare or cause to be prepared and file or cause to be filed (i) all income Tax Returns (if any) for the Company for all Straddle Periods and (ii) all Tax Returns other than income Tax Returns for all Pre-Closing Tax Periods and Straddle Periods that have not been filed as of the Closing Date. All such Tax Returns shall be prepared consistent with the past practice of the Company, except as otherwise required by applicable Law. At least thirty (30) calendar days prior to the due date for each such Tax Return prepared by Buyer, Buyer shall submit such Tax Return to the Member Representative for the Member Representative's review, comment and approval, which approval may be withheld only if such Tax Return has not been prepared in accordance with the requirements of this Section 6.12(b); *provided* that Buyer shall incorporate any reasonable comments from the Member Representative.

(c) If (i) a Governmental Authority asserts any actions, inquiries, claims, assessments, audits or similar events with respect to Taxes against the Company and (ii) any Member could be responsible for any portion of the related Taxes (any such claim, a “Tax Claim”) under this Agreement, then the party first receiving notice (whether directly, or indirectly through an Affiliate of such party) of such Tax Claim shall promptly provide to Buyer, the Company and the Member Representative written notice specifying in reasonable detail the basis for such Tax Claim and shall include a copy of the relevant portion of any correspondence received from the Governmental Authority in respect of such Tax Claim; *provided, however*, that the failure of such party to give such prompt and detailed notice shall not relieve the other party of any of its obligations under this Section 6.12(c), except if and only to the extent that the other party is actually and materially prejudiced thereby. Notwithstanding anything to the contrary herein, Buyer’s obligations pursuant to this Section 6.12(c) shall only apply if and to the extent that a Member has any liability pursuant to Section 8.2(e) for the Taxes relating to such Tax Claims. If, within ten (10) days after the Member Representative receives notice of a Tax Claim (whether from a Governmental Authority or pursuant to the first sentence of this Section 6.12(c)), which relates solely to a Pre-Closing Tax Period, Member Representative provides to Buyer a written notice in which the Member Representative elects to contest, and to control the defense or prosecution of, such Tax Claim, then, subject to the provisions of this Section 6.12(c), the Member Representative shall have the right to defend or prosecute and the right to control, at the Member Representative’s sole cost and expense, such Tax Claim by all appropriate proceedings. For any such Tax Claim the defense or prosecution of which the Member Representative controls (a “Member Controlled Proceeding”), (i) the Member Representative shall defend or prosecute the Tax Claim diligently and in good faith; (ii) the Member Representative shall not, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, enter into any compromise or settlement of such Tax Claim that could reasonably be expected to result in any material Tax for which Buyer or the Company would be responsible or otherwise adversely impact Buyer or the Company with respect to a taxable period that ends after the Closing Date; (iii) the Member Representative shall inform Buyer of all material developments and events relating to such Tax Claim (including providing to Buyer copies of relevant portions of all written materials relating to such Tax Claim); (iv) the parties shall cooperate with each other and each party’s representatives in good faith in order to contest effectively such Tax Claim; (v) Buyer or its authorized representative shall be entitled, at the expense of Buyer, to attend and participate in all conferences, meetings and proceedings relating to such Tax Claim; and (vi) in the event that Buyer reasonably withholds consent to a compromise or settlement pursuant to clause (ii) above, Buyer shall be entitled to assume the defense or prosecution of such Tax Claim; *provided that*, except in the case where Buyer reasonably withholds consent on the basis that such compromise or settlement disproportionately impacts Buyer and its Affiliates (including the Company) in a taxable period that ends after the Closing Date, the Member Representative’s liability shall not exceed that of the proposed settlement. Buyer shall have the right to control all Tax Claims (other than a Member Controlled Proceeding); *provided*, that (A) Buyer shall defend or prosecute the Tax Claim diligently and in good faith, (B) Buyer shall inform the Member Representative of all material developments and events relating to such Tax Claim (including providing to the Member Representative copies of relevant portions of all written materials relating to such Tax Claim), in each case, with respect to any issues in such Tax Claim for which any Member will have liability pursuant to this Agreement, (C) the parties shall cooperate with each other and each party’s representatives in good faith in order to contest effectively such Tax Claim,

(D) the Member Representative or its authorized representative shall be entitled, at the Member Representative's expense, to attend and participate in all conferences, meetings and proceedings with respect to any issues in such Tax Claim for which any Member will have liability pursuant to this Agreement and (E) Buyer shall not, without the prior written consent of the Member Representative, which consent shall not be unreasonably withheld, conditioned or delayed, enter into any compromise or settlement of any issues in such Tax Claim for which the Member Representative would be responsible. To the extent of any conflict between this Section 6.12(c) and Section 8.6, this Section 6.12(c) shall govern with respect to any Tax Claims.

(d) The Purchase Price (as adjusted pursuant to this Agreement and as increased by the amounts treated as assumed liabilities of the Company for federal income tax purposes and other amounts treated as taxable sales consideration for federal income tax purposes) shall be allocated to the assets of the Company for all Tax purposes in accordance with their respective fair market values pursuant to an allocation schedule to be prepared by Member Representative after the Closing in accordance with the applicable principles of Sections 743(b), 755 and 1060 of the Code and the Treasury Regulations promulgated pursuant thereto and using the methodologies set forth on Schedule 6.12(d) (the "Asset Allocation"). Within 60 days after the Closing Date, the Member Representative shall deliver a copy of its initial determination of the Asset Allocation to Buyer. Buyer shall, within 30 days after receipt of the initial determination of the Asset Allocation by the Member Representative, notify Member Representative if it disagrees with such initial determination, and if Buyer does not so notify Member Representative within such 30 days, the initial Asset Allocation shall be final and binding on the parties. If Buyer disagrees with such initial Asset Allocation, Buyer and the Member Representative shall make a good faith effort to resolve the dispute. If Buyer and the Member Representative have been unable to resolve their differences within 30 days after the Member Representative have been notified of Buyer's disagreement with the initial Asset Allocation, then any remaining disputed issues shall be submitted to the Accounting Expert, who shall resolve the disagreement in a final binding manner in accordance with the dispute resolution procedures set forth in Section 2.3(c) and Section 2.3(d) of this Agreement. Buyer and Member Representative will (i) prepare all Tax books, records, and filings (including Internal Revenue Service Forms 8594) in a manner consistent with the Asset Allocation (as determined pursuant to this Section 6.12(d)) and (ii) not take any action inconsistent therewith with respect to Tax matters.

(e) Buyer will pay any sales, use, real property transfer or gains tax, stamp tax, stock transfer tax, or other similar Tax imposed as a result of the transactions contemplated by this Agreement (collectively, "Transfer Taxes") and any penalties or interest with respect to the Transfer Taxes. Buyer will file, and Member Representative will cooperate with Buyer in the filing of, any returns with respect to the Transfer Taxes, including promptly supplying any information in their possession that is reasonably necessary to complete such returns. The parties shall cooperate to minimize or avoid any Transfer Taxes that might be imposed to the extent permitted by applicable Law.

(f) Any indemnity payment under this Agreement shall be treated as an adjustment to the Purchase Price for Tax purposes.

(g) Without the prior written consent of the Member Representative, neither the Company nor Buyer will (i) file or amend or permit any of the Company to file or amend any Tax

Return relating to Pre-Closing Tax Period or Straddle Period of the Company, (ii) extend or waive, or cause to be extended or waived, or permit the Company to extend or waive, any statute of limitations or other period for the assessment of any Tax or deficiency related to a Pre-Closing Tax Period or Straddle Period of the Company, or (iii) make or change or permit the Company to make or change any Tax election or accounting method with respect to the Company that has retroactive effect to any Pre-Closing Tax Period or Straddle Period.

(h) Buyer shall cause the Company to pay to the Member Representative any and all refunds of Pre-Closing Taxes (including interest thereon), except to the extent such refund is reflected in the calculation of Working Capital. Promptly after (and in any event within ten (10) days following) any receipt of such a refund by the Company, Buyer, or an Affiliate thereof, Buyer shall cause such refund to be remitted by the Company to the Member Representative. Such payment to the Member Representative of any and all refunds pursuant to this Section 6.12(h) shall be treated as adjustments to the Purchase Price.

Section 6.13 Further Assurances. Each of the parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 6.14 Name. Each of the Buyer Parties and the Company agrees, for a period of 60 days following the Closing, not to change the name of the Company from “Rubicon Resources” without the prior written consent of the Member Representative.

Section 6.15 R&W Insurance Policy. Prior to the Closing, the Buyer Parties shall obtain third-party insurance in respect of inaccuracies or breaches of the representations and warranties made by the Company and the Members in this Agreement (the “R&W Insurance Policy”), which R&W Insurance Policy shall be in full force and effect as of the Closing. The Buyer Parties shall use commercially reasonable efforts to obtain the R&W Insurance Policy as soon as practicable following the date hereof. From and after the Closing, Buyer (a) shall provide the Member Representative with prompt written notice of any claim made against the R&W Insurance Policy and (b) shall not amend, modify, supplement or otherwise change, terminate or waive any provision of the R&W Insurance Policy in a manner materially adverse to the Members without the prior written consent of the Member Representative, which consent shall not be unreasonably withheld, conditioned or delayed. The Member Representative shall use commercially reasonable efforts to cooperate with Buyer in connection with any claim made by Buyer under the R&W Insurance Policy.

Section 6.16 Pre-Closing Distribution of Cash. Notwithstanding anything to the contrary contained herein, at or prior to Closing the Company may distribute all Cash on Hand as of the Closing to the Members.

Section 6.17 Assistance with Shares.

(a) Parent covenants and agrees, beginning not less than [number redacted] days prior to the third (3<sup>rd</sup>) anniversary of the Closing Date or such earlier date as Parent and the Member Representative may agree, to use its commercially reasonable efforts to as promptly as reasonably practicable identify, introduce and, subject to compliance with Canadian Securities Laws, facilitate the sale, as of the third (3<sup>rd</sup>) anniversary of the Closing Date, of all of the Stock Consideration in one or more block trades as directed by the Member Representative (each, a “Block Trade”) to one or more third party purchasers (a “Parent Introduced Party”) through the facilities of the TSX, or any other stock exchange or quotation system on which the Parent Common Stock is then traded or quoted or on a private placement basis. Notwithstanding anything herein to the contrary, in connection with any such trades, the Members shall be responsible for compliance by the Members with Canadian Securities Laws and other applicable securities Laws, and Parent shall not be required to prepare or file any prospectus or other offering document or otherwise obtain regulatory approval for any such trades.

(b) Notwithstanding any introductions to any Parent Introduced Party, the Members, whether through the Member Representative or otherwise, retain the ability to sell some or all of the Stock Consideration to any Person, including a Person who is not a Parent Introduced Party, subject to the terms set forth in the Standstill Agreements.

(c) In the event that any Member sells some or all of the Stock Consideration on or following the third (3<sup>rd</sup>) anniversary of the Closing Date, such Member covenants and agrees to provide Parent with written notification of the occurrence of such sale within [number redacted] Business Days of the settlement of such sale, which notification shall include the amount of such Stock Consideration that has been sold.

(d) The parties acknowledge that:

(i) Parent shall have no authority to negotiate or discuss the terms or conditions of any Block Trade or other sale of any Stock Consideration with any Parent Introduced Party or other third party without the prior written consent of the Member Representative;

(ii) Parent shall not be paid any amounts for fulfilling its covenant and agreements contained in this Section 6.17 and any amounts received by Parent from a Parent Introduced Party or otherwise shall forthwith be paid in full to the Member Representative; and

(iii) neither the Members nor the Member Representatives shall be required to pay Parent or, through the agreements or other actions of Parent, any other Person any brokerage or finder’s fee, commission or any other amounts in connection with the sale of any Stock Consideration pursuant to this Section 6.17 (provided, however, each Member shall be responsible for any third party brokerage or finder’s fee, commission or any other amounts agreed to by such Member in connection with any sale under this Section 6.17).

Section 6.18 Bank Consent. The Buyer Parties shall take or cause to be taken all necessary actions, and do or cause to be done all things necessary or advisable, to obtain the Bank Consent, as soon as practicable after the date hereof.

Section 6.19 Payoff of the Member Notes. At or prior to the Closing, the Company shall terminate each Member Note, and, upon such termination, the Borrowers thereunder shall have no liability to the Company or (except as otherwise may be agreed to in writing among the Members) any other Person in respect thereof.

## **ARTICLE 7 CONDITIONS TO CLOSING**

Section 7.1 Conditions to Mutual Obligations. The respective obligations of the parties to consummate the Closing are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

(a) HSR Act. All applicable waiting periods (including any extensions thereof) under the HSR Act and under any other applicable Competition/Investment Law shall have expired or been terminated.

(b) Regulatory Approvals. The Regulatory Approvals shall have been obtained.

(c) No Injunction. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) that prohibits or makes illegal the consummation of the transactions contemplated by ARTICLE 1 and such statute, rule, regulation, judgment, decree, injunction or other order is in effect.

(d) Supply Agreements. Buyer (in the case of the satisfaction of this condition for the benefit of the Members) and Pattana and Wales (in the case of the satisfaction of this condition for the benefit of the Buyer Parties) shall have entered into the Supply Agreements in substantially the form attached hereto as Exhibit D (collectively, the “Supply Agreements”).

(e) Employment Agreement. The Company (in the case of the satisfaction of this condition for the benefit of the Members) and Wynn (in the case of the satisfaction of this condition for the benefit of the Buyer Parties) shall have entered into an Employment Agreement in substantially the form attached hereto as Exhibit E (the “Wynn Employment Agreement”).

(f) Standstill Agreements. Parent (in the case of the satisfaction of this condition for the benefit of the Members) and each of Pattana, Wales and Wynn (in the case of the satisfaction of this condition for the benefit of the Buyer Parties) shall have entered into the Standstill Agreements in substantially the form attached hereto as Exhibit F (the “Standstill Agreements”).

(g) TSX Approval. The TSX Approval shall have been obtained, subject only to customary conditions.

(h) R&W Insurance Policy. The R&W Insurance Policy shall have been issued and effective.

(i) Bank Consent. The Buyer Parties shall have obtained the Bank Consent.

Section 7.2 Conditions to Obligations of the Buyer Parties. The obligations of the Buyer Parties to consummate the Closing are also subject to the satisfaction or waiver, at or prior to the Closing Date, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Members set forth in ARTICLE 3 and the Company set forth in ARTICLE 4 that are (i) qualified as to materiality shall be true and correct in all respects and (ii) not so qualified shall be true and correct in all material respects, in each case as of the date hereof and as of the Closing Date as though made on such date, except, in each case, for those representations and warranties that are made as of a specific date (which shall be true and correct only as of such date).

(b) Performance of Obligations. The Members and the Company shall have performed or caused to be performed in all material respects all obligations that are required to be performed by them at or prior to the Closing Date.

(c) Officer’s Certificate. Buyer shall have received from the Company a certificate of an authorized officer of the Company certifying that the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied.

(d) Material Adverse Effect. Since the date of this Agreement, no Material Adverse Effect shall have occurred; provided, however, that once the condition to consummate the Closing set forth in Section 7.1(g) has been satisfied, provided that all other conditions set forth in ARTICLE 7 are satisfied or waived or are capable of being satisfied at the Closing (other than conditions, the satisfaction of which are in the control of the Buyer Parties or which cannot be satisfied as a result of a breach or violation of this Agreement by any Buyer Party), the condition to consummate the Closing set forth in this Section 7.2(d) shall be deemed to be satisfied for all purposes of this Agreement.

To the extent that, at or prior to the Closing, the Member Representative delivers to Buyer a written notice specifying the failure of any of the foregoing conditions and the Buyer Parties nevertheless proceed with the Closing, each Buyer Party shall be deemed to have waived for all purposes any rights or remedies it may have against the Members by reason of the failure of any such conditions.

Section 7.3 Conditions to Obligations of the Members. The obligations of the Members to consummate the Closing are also subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Buyer Parties set forth in ARTICLE 5 that are (i) qualified as to materiality shall be true and correct in all respects and (ii) not so qualified shall be true and correct in all material respects, in each case as of the date hereof and as of the Closing Date as though made on such date, except, in each case, for those representations and warranties that are made as of a specific date (which shall be true and correct only as of such date).

(b) Performance of Obligations. Each Buyer Party shall have performed in all material respects all obligations that are required to be performed by it under this Agreement at or prior to the Closing Date.

(c) Officer's Certificate. The Member Representative shall have received from Buyer a certificate of an authorized officer of Buyer certifying that the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied.

(d) R&W Insurance Policy. The terms and conditions (including the exclusions to coverage) of the R&W Insurance Policy shall be reasonably acceptable to the Members.

To the extent that, at the Closing, Buyer delivers to the Member Representative a written notice specifying the failure of any of the foregoing conditions and the Member Representative nevertheless proceeds with the Closing, the Members shall be deemed to have waived for all purposes any rights or remedies it may have against Buyer by reason of the failure of any such conditions.

## **ARTICLE 8 INDEMNIFICATION**

### Section 8.1 Survival.

(a) The representations and warranties contained herein or in any certificate delivered by a party at the Closing pursuant hereto shall survive the Closing and will continue in full force and effect for a period from the date hereof until the [number redacted] anniversary of the Closing (the "General Survival Date"); *provided, however*, that the representations and warranties contained in [section references redacted](collectively, the "Fundamental Representations") shall survive the Closing and will continue in full force and effect for a period from the date hereof until the date that is the earlier of (i) [number redacted] years from the Closing Date and (ii) the date of the expiration of the applicable statute of limitations (all of the foregoing the "Fundamental Survival Date"; the General Survival Date or the Fundamental Survival Date, as applicable, each a "Survival Date"). The covenants and agreements of a party that are required to be performed by such Person prior to the Closing shall not survive the Closing, except that the covenant of Parent set forth in Section 6.3 shall survive the Closing for a period of [number redacted] months. The covenants and agreements of a party that are required to be performed by such Person after the Closing shall survive the Closing in accordance with their respective terms.

Notwithstanding the foregoing, for all purposes of this Article 8, the Survival Date for Excluded Claims shall be [number redacted] years from the Closing Date.

(b) No Indemnified Person shall be entitled to make any claim in respect of any representation or warranty after the expiration of its applicable Survival Date, except that any bona fide claim initiated by an Indemnified Person prior to the expiration of the applicable Survival Date in accordance with the provisions hereof shall survive until it is settled or resolved pursuant to this Agreement to the extent that an Indemnified Person provides written notice of such breach or inaccuracy (which notice shall describe the applicable breach or inaccuracy in reasonable detail, include copies of all available material written evidence thereof and indicate the estimated amount, if reasonably practicable, of Losses that have been or may be sustained by the applicable Indemnified Person in connection therewith) to the party to provide indemnity prior to the applicable Survival Date.

(c) The parties specifically and unambiguously intend that the survival periods that are set forth in this Section 8.1 for the representations, warranties and covenants contained herein shall replace any statute of limitations for such representations, warranties and/or covenants that would otherwise be applicable.

Section 8.2 Indemnification by the Members. Subject to the terms of this ARTICLE 8, from and after the Closing, each Member ([apportionment redacted]) shall indemnify Buyer and its Affiliates and their respective officers, directors, shareholders, members, employees, successors and permitted assigns (collectively, the “Buyer Indemnified Persons”) and hold them harmless from and against any and all Losses incurred or suffered by a Buyer Indemnified Person resulting from or arising out of:

(a) any breach or inaccuracy of any representation or warranty made by such Member in this Agreement or in any certificate delivered by such Member at the Closing pursuant hereto;

(b) any breach of any covenant or agreement of such Member contained in this Agreement;

(c) any breach or inaccuracy of any representation or warranty made by the Company in this Agreement or in any certificate delivered by the Company at the Closing pursuant hereto;

(d) any breach of any covenant or agreement (if to be performed prior to the Closing) of the Company contained in this Agreement;

(e) any Pre-Closing Taxes; or

(f) the matter described on Schedule 8.2(f).

Section 8.3 Indemnification by Buyer Parties. Subject to the terms of this ARTICLE 8, from and after the Closing, each Buyer Party ([apportionment redacted]) shall indemnify the Members and their respective officers, directors, equity holders, members, employees, successors and permitted assigns (collectively, the “Member Indemnified Persons”) and hold them harmless

from and against any and all Losses incurred or suffered by a Member Indemnified Person resulting from or arising out of:

(a) any breach or inaccuracy of any representation or warranty made by a Buyer Party in this Agreement or in any certificate delivered by Buyer at the Closing pursuant hereto; and

(b) any breach of any covenant or agreement of a Buyer Party or (if to be performed following the Closing) the Company contained in this Agreement.

#### Section 8.4 Limitations on Indemnification.

(a) The Members shall have no liability pursuant to Section 8.2(a) or Section 8.2(c) with respect to Losses except to the extent that the aggregate amount of such Losses exceeds an amount equal to [amount redacted] (the “Basket”), and then only in respect of such excess; *provided, however*, that this Section 8.4(a) shall not apply to breach or inaccuracy of any Fundamental Representation or of any representation and warranty based on Fraud by the indemnifying Member.

(b) No Member shall have any liability pursuant to Section 8.2(a) or Section 8.2(c) in an aggregate amount greater than such Member’s Pro Rata Portion of [amount redacted] and thereafter the Buyer Indemnified Persons’ only recourse in respect of any excess liability shall be with respect to the R&W Insurance Policy; *provided, however*, that this Section 8.4(b) shall not apply to breach or inaccuracy of any Fundamental Representation or of any representation and warranty based on Fraud by such Member; *provided further, however*, that nothing in this Section 8.4(b) shall prevent the Buyer Indemnified Persons from asserting claims against the Members that would otherwise accrue to such Buyer Indemnified Persons under this Agreement, merely on the grounds that such claims are excluded from coverage under the R&W Insurance Policy, provided that in no event shall the aggregate liability of any Member for such claims exceed (i) in the event of an Excluded Claim, the Member’s Pro Rata Portion of the sum of [amount redacted] less the amount of any claims previously made under the R&W Insurance Policy and (ii) in the event of a claim for a breach or inaccuracy of a Fundamental Representation, the Member’s Pro Rata Portion of the Cash Consideration ((i) and (ii) are together referred to herein as the “Exclusion Caps”).

(c) No Member shall have liability pursuant to Section 8.2 in an aggregate amount greater than the portion of the Cash Consideration such Member actually receives, *provided, however*, that this Section 8.4(c) shall not apply to liabilities resulting from the matter described on Schedule 8.2(f).

(d) No member shall have any liability pursuant to [certain sections and conditions redacted]

(e) No Member shall have any liability with respect to [certain sections and conditions redacted]

(f) No member shall have any liability pursuant to [certain sections and conditions redacted]

(g) No Member shall have any liability pursuant to Section 8.2 with respect to a Loss to the extent such Loss relates to any item included on, or is a liability reserved or accrued for (whether in whole or in part) in, the Closing Statement or that is otherwise taken into account in the calculation of any adjustment to the Purchase Price pursuant to ARTICLE 2.

#### Section 8.5 Other Limitations.

(a) For all purposes of this ARTICLE 8, “Losses” shall be net of any amounts paid or payable to an Indemnified Person under any insurance policy or Contract in connection with the facts giving rise to the right of indemnification hereunder, and each Indemnified Person shall use its reasonable commercial efforts to recover all amounts payable from an insurer or other third party under any such insurance policy or Contract prior to seeking indemnification hereunder; *provided, however*, that the amount deemed to be paid under such insurance policies shall be net of the deductible for such policies and *provided further* that the Member Representative shall be subrogated (and the Buyer Parties shall and shall cause Buyer Indemnified Persons to cause the Member Representative to be subrogated) to the rights of Buyer Indemnified Persons under applicable insurance policies and Contracts.

(b) Buyer is obtaining the R&W Insurance Policy for the benefit of Buyer in connection with any Losses that any Buyer Indemnified Persons may incur with respect to the breach of or inaccuracy by the Members or the Company of any representations or warranties set forth in ARTICLE 3 or ARTICLE 4. Buyer has paid or will pay any and all fees associated with obtaining and maintaining the R&W Insurance Policy, it being understood that an amount not to exceed [amount redacted] shall be deducted from the Base Purchase Price pursuant to Section 1.2(b) to reimburse Buyer, at least in part, for such fees. Notwithstanding anything in this Agreement to the contrary (but subject to the penultimate sentence of this Section 8.5(b)), the Buyer Indemnified Persons acknowledge and agree that: (i) the Members, their Affiliates and their respective representatives shall not be required to pay the Buyer Indemnified Persons or any other Person any amounts with respect to Losses arising under Section 8.2(a) or Section 8.2(c) in excess of the Indemnification Escrow Amount, and (ii) the sole recourse and remedy of the Buyer Indemnified Persons for indemnification pursuant to this ARTICLE 8 or otherwise for any breach or inaccuracy of any representation or warranty in this Agreement by the Members or the Company or for any Losses arising under Section 8.2(a) or Section 8.2(c), in each case in excess of the Indemnification Escrow Amount, shall be made against and, to the extent of, the R&W Insurance Policy, except, in each case, for any breach or inaccuracy of any Fundamental Representation or

any breach or inaccuracy of any representation and warranty based on Fraud by such Member. The Buyer Indemnified Persons expressly waive the right to recover any amount outside of or in excess of the R&W Insurance Policy and the Indemnification Escrow Amount for any Losses arising under Section 8.2(a) or Section 8.2(c), except, in each case, for any breach or inaccuracy of any Fundamental Representation or any breach or inaccuracy of any representation and warranty based on Fraud by such Member. Notwithstanding anything in this Section 8.5 to the contrary, the Buyer Indemnified Persons shall not be prevented from asserting, and expressly do not waive, any claims against the Members that would otherwise accrue to such Buyer Indemnified Persons under this Agreement, merely on the grounds that such claims are excluded from coverage under the R&W Insurance Policy, subject in all cases to the limitations set forth in Section 8.4 (including the Exclusion Caps) and otherwise in this Article 8. The foregoing restrictions shall be in addition to, and not in limitation of, any further limitation of liability that might otherwise apply (whether by reason of a Buyer Party's waiver, relinquishment or release of any applicable rights or otherwise).

(c) In calculating any Loss, there shall be deducted any Tax benefit, credit or refund to which the applicable Indemnified Person actually realizes or receives as a result of such Loss.

(d) If the amount to be netted hereunder from any indemnification payment required hereunder is determined after payment by an Indemnifying Person to an Indemnified Person of any amount otherwise required to be paid as indemnification pursuant hereto, the Indemnified Person shall repay, promptly after such determination, any amount that the Indemnifying Person would not have had to pay pursuant hereto had such determination been made at the time of such payment.

(e) Notwithstanding the fact that any Indemnified Person may have the right to assert claims for indemnification under or in respect of more than one provision of this Agreement in respect of any fact, event, condition or circumstance, no Indemnified Person shall be entitled to recover the amount of any Loss suffered by such Indemnified Person more than once, regardless of whether such Loss may be as a result of a breach of more than one representation, warranty, obligation or covenant or otherwise. In addition, any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability, or a breach of more than one representation, warranty, covenant or agreement, as applicable.

(f) [certain limits redacted]

(g) Each Indemnified Person shall use its reasonable commercial efforts to mitigate any indemnifiable Loss, and in the event that it fails to so mitigate an indemnifiable Loss, the Indemnifying Person shall have no liability for any portion of such Loss that reasonably could have been avoided had Indemnified Person made such efforts.

(h) The Buyer Parties shall, and shall cause the Company to, in good faith, diligently seek recovery, at its or their own expense, of all insurance proceeds from insurers (including, without limitation, under the R&W Insurance Policy) with respect to all Losses with respect to which any Buyer Indemnified Person makes a claim for indemnification under this ARTICLE 8. To the extent that a Buyer Indemnified Person or the Company receives any amount under insurance coverage with respect to a claim for which a Buyer Indemnified Person has previously obtained payment in indemnification under this ARTICLE 8, the Buyer Parties shall, as soon as reasonably practicable after receipt of such insurance proceeds, reimburse to the Members in accordance with their respective Pro Rata Portions, for any such prior indemnification payment (up to the amount of such insurance proceeds); it being understood that the foregoing obligation shall not be effective to the extent of any insurance payment made in addition to, and not in duplication of, any amount paid by the Members to the Buyer Indemnified Persons with respect to any such claim. By way of illustration, assuming that the total Losses in respect of a particular indemnification matter total One Million Dollars (\$1,000,000.00) and Buyer makes claims with respect thereto against both the Members and one or more insurers, (i) if the Members pay the Buyer Indemnified Persons the amount of Two Hundred Thousand Dollars (\$200,000.00) and Buyer receives Nine Hundred Thousand Dollars (\$900,000.00) from its insurers, Buyer would need to reimburse the Members the amount of One Hundred Thousand Dollars (\$100,000.00), but (ii) if the Members pay the Buyer Indemnified Persons the amount of Two Hundred Thousand Dollars (\$200,000.00) and Buyer receives only Eight Hundred Thousand Dollars (\$800,000.00) from its insurers, Buyer would not be required to reimburse the Members pursuant hereto. For purposes of this Section 8.5(h), the term insurance proceeds shall in all respects include the proceeds received under or pursuant to the R&W Insurance Policy.

#### Section 8.6 Third-Party Claim Indemnification Procedures.

(a) In the event that any written claim or demand for which a party (in such capacity, an “Indemnifying Person”) may have liability to any Indemnified Person hereunder, other than those relating to Taxes (which are the subject of Section 6.12), is asserted against or sought to be collected from any Indemnified Person by a third party (a “Third-Party Claim”), such Indemnified Person shall promptly, but in no event more than ten (10) days following such Indemnified Person’s receipt of a Third-Party Claim, notify the Indemnifying Person of such Third-Party Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable, any other remedy sought thereunder, any relevant time constraints relating thereto, a reasonably detailed explanation of the events giving rise to such Third-Party Claim and any other material details pertaining thereto (a “Claim Notice”); *provided, however*, that the failure to timely give a Claim Notice shall not relieve the Indemnifying Person of its obligations hereunder, except to the extent that the Indemnifying Person shall have been actually and materially prejudiced by such failure or as provided in Section 8.1. Thereafter, the Indemnified Person shall deliver to the Indemnifying Person, promptly following the Indemnified Person’s receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Person relating to the Third-Party Claim.

(b) In the event that the Indemnifying Person notifies the Indemnified Person that it elects to defend the Indemnified Person against a Third-Party Claim, the Indemnifying Person shall have the right to defend the Indemnified Person by appropriate proceedings and shall have the sole power to direct and control such defense at its expense; *provided, however*, that if any Indemnifying Person defends against, negotiates, settles or otherwise handles such Third-Party Claim in accordance with this Section 8.6, the attorney's fees and other Losses incurred and paid by the Indemnifying Person in connection therewith shall reduce (by the amount thereof) the amount recoverable under this ARTICLE 8 by any such Buyer Indemnified Persons or Member Indemnified Persons, as the case may be. Once the Indemnifying Person has made such election, the Indemnified Person shall have the right to participate in (but not control) any such defense and to employ separate counsel of its choosing at such Indemnified Person's expense. The Indemnifying Person shall not, without the prior written consent of the Indemnified Person, settle, compromise or offer to settle or compromise any Third-Party Claim if the terms of such settlement would result in (i) the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnified Person or (ii) a finding or admission of a violation of Law by the Indemnified Person that would have an adverse effect on the Indemnified Person. Whether or not the Indemnifying Person assumes the defense of a Third-Party Claim, the Indemnified Person shall not admit any liability with respect to, settle, compromise or discharge, such Third-Party Claim without the Indemnifying Person's prior written consent. If the Indemnifying Person assumes the defense of a Third-Party Claim and is in good faith contesting such Third-Party Claim, the Indemnified Person shall agree to any settlement, compromise or discharge of a Third-Party Claim that the Indemnifying Person may reasonably recommend and that by its terms (A) obligates the Indemnifying Person to pay the full amount of Losses in connection with such Third-Party Claim (other than with respect to any Losses (or portion thereof) that are not required to be paid as a result of such Losses being (or portion thereof) within the Basket or in excess of the applicable limitation set forth in Section 8.4) and (B) releases the Indemnified Person in connection with such Third-Party Claim.

(c) The Indemnified Person and the Indemnifying Person shall cooperate in order to ensure the proper and adequate defense of a Third-Party Claim, including by providing reasonable access to each other's relevant books and records, and employees. Such cooperation shall include the retention and (upon the Indemnifying Person's request) the provision to the Indemnifying Person of books and records and information that are reasonably relevant to such Third-Party Claim, and making employees and Representatives available on a mutually convenient basis during normal business hours to provide additional information and explanation of any material provided hereunder. The Indemnified Person and the Indemnifying Person shall use reasonable commercial efforts to avoid production of confidential information (consistent with applicable Law), and to cause all communications among employees, counsel and others representing any party to a Third-Party Claim to be made so as to preserve any applicable attorney-client or work-product privileges.

Section 8.7 Direct Claim Indemnification Procedures. Each Indemnified Person shall assert any claim on account of any Losses which do not result from a Third-Party Claim (a "Direct Claim") by giving the Indemnifying Person written notice thereof reasonably promptly (and, in any event, no later than thirty (30) days following the Indemnified Person's discovery of the applicable Losses reasonably likely to give rise to a claim under this ARTICLE 8). Such notice by the Indemnified Person shall describe the Direct Claim in reasonable detail, include copies of

all available material written evidence thereof and indicate the estimated amount, if reasonably practicable, of Losses that have been or may be sustained by the Indemnified Person; *provided, however,* that the failure to timely give such notice shall not affect the rights of an Indemnified Person hereunder (a) unless such failure has a prejudicial effect on the defenses or other rights available to the Indemnifying Person with respect to such Direct Claim or on the Indemnifying Person's ability to mitigate such Direct Claim, (b) unless the indemnification obligations are materially increased as a result of such failure or (c) as provided in Section 8.1.

Section 8.8 [certain indemnity procedures redacted]

Section 8.9 Investigation by Indemnifying Persons. In connection with any claim pursuant to this ARTICLE 8:

(a) The Indemnified Persons shall allow the Indemnifying Person and its financial, accounting or legal advisers to investigate the fact, matter or circumstance alleged to (or which may) give rise to such claim and whether and to what extent any amount is or may be payable in respect of such claim.

(b) The Indemnified Persons shall disclose to the Indemnifying Person all material of which they are aware which relates to the claim and shall, and shall cause their Affiliates and all of their respective Representatives to, provide such information and assistance as the Indemnifying Person or its financial, accounting or legal advisers shall reasonably request, including:

(i) access to premises and personnel (including any employee with knowledge relating to the relevant facts, matters or circumstances or who can otherwise reasonably assist the Indemnifying Person); and

(ii) the right to examine and copy or photograph any relevant assets, accounts, correspondence, documents and records.

#### Section 8.10 Escrow.

(a) For any Loss for which the Members are obligated to indemnify the Buyer Indemnified Persons (except for Losses arising pursuant to Section 8.2(f) (which is addressed in Section 8.9(b)), the Buyer Parties shall seek reimbursement for such Loss from the Indemnification Escrow Amount first, and once the Indemnification Escrow Amount is exhausted, then the Buyer Indemnified Persons may proceed to collect the unreimbursed amount of such Loss (i) in the case of any indemnification claim pursuant to Section 8.2(a) or (c) (other than for any breach or inaccuracy of any Fundamental Representation or any breach or inaccuracy of any representation and warranty based on Fraud), from the R&W Insurance Policy, (ii) in the case of any indemnification claim pursuant to Section 8.2(a), (c) or (e) for any breach or inaccuracy of any Fundamental Representation or any breach or inaccuracy of any representation and warranty based on Fraud, (A) from the R&W Insurance Policy and, (B) if the R&W Insurance Policy is depleted, thereafter, from the Members [apportionment redacted] (subject to the limitations set forth herein) or (iii) in the case of any indemnification claim pursuant to Section 8.2(b) or (d), from the Members [apportionment redacted], subject to the limitations set forth herein. Except in the case of any breach or inaccuracy of any Fundamental Representation or any breach or inaccuracy of any representation and warranty based on Fraud, the then-remaining Indemnification Escrow Amount and the R&W Insurance Policy shall be the sole source of recovery for the Buyer Indemnified Persons for any indemnification claim pursuant to Section 8.2(a) or (c). Notwithstanding anything in this Section 8.10 to the contrary, the Buyer Indemnified Persons shall not be prevented from asserting, and expressly do not waive, any claims against the Members that would otherwise accrue to such Buyer Indemnified Persons under this Agreement, merely on the grounds that such claims are excluded from coverage under the R&W Insurance Policy, subject in all cases to the limitations set forth in Section 8.4 (including the Exclusion Caps) and otherwise in this Article 8.

(b) For any Loss for which the Members are obligated to indemnify the Buyer Indemnified Persons pursuant to Section 8.2(f), [certain indemnity procedures redacted], then the Buyer Indemnified Persons may proceed to collect the unreimbursed amount of such Loss from the Members [apportionment redacted], in accordance with their respective Pro Rata Portions, subject to the limitations set forth herein.

Section 8.11 Characterization of Indemnification Payments. All payments made (or deemed to be made, in accordance with this Agreement) by any Indemnifying Person to an Indemnified Person with respect to any claim pursuant to Section 8.2 or Section 8.3 shall be treated, to the fullest extent possible under applicable Law, as adjustments to the Purchase Price for Tax purposes.

Section 8.12 Exclusive Remedy. Notwithstanding anything to the contrary herein, except as provided in Section 2.1, from and after the Closing the rights and remedies of each Buyer Party, the Company and the Members, and any Buyer Indemnified Person and any Member Indemnified Person (each Buyer Indemnified Person and Member Indemnified Person is referred to herein as an “Indemnified Person”), under this ARTICLE 8 are exclusive and in lieu of any and all other rights and remedies which each Buyer Party, the Company or the Members, or any Indemnified Person, may have under this Agreement or any other Transaction Document or otherwise against each other with respect to this Agreement or any other Transaction Document and with respect to the transactions contemplated hereby or thereby, and each party expressly waives and releases and agrees to waive and release any and all other rights or causes of action it or its Affiliates may have against the other party or its Affiliates now or in the future under any Law (regardless of the theory of recourse) with respect to the preceding matters. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, BUYER, ON BEHALF OF ITSELF AND THE OTHER BUYER INDEMNIFIED PERSONS, ACKNOWLEDGES AND AGREES THAT THE FOREGOING SHALL CONTINUE TO APPLY IF (i) THE R&W INSURANCE POLICY IS REVOKED, CANCELLED OR MODIFIED, OR EXPIRES, IN ANY MANNER; (ii) ANY CLAIM MADE AGAINST THE R&W INSURANCE POLICY IS DENIED BY THE INSURER; OR (iii) ALL AMOUNTS PERMITTED TO BE RECOVERED AGAINST THE R&W INSURANCE POLICY HAVE BEEN RECOVERED.

## **ARTICLE 9 TERMINATION**

Section 9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by written agreement of Buyer and the Company;
- (b) by Buyer or the Company, by giving written notice of such termination to the other party, on or after August 7, 2017 (the “Outside Date”), if the Closing shall not have occurred, prior to the Outside Date; *provided, however*, that neither party may terminate this Agreement pursuant to this Section 9.1(b) at any time during which such party is in material breach of its covenants in this Agreement;
- (c) by Buyer, if there has been a material violation or breach by the Company or any Member of any representation or warranty (or any such representation or warranty shall have become untrue in any material respect after the date of this Agreement) or of any covenant or agreement contained in this Agreement which, in either case, would prevent the satisfaction of or result in the failure of any condition to the obligations of the Buyer Parties at the Closing and such violation or breach has not been waived by Buyer or, in the case of a breach of any covenant or agreement under this Agreement that is curable, has not been cured prior to the earlier to occur of (i) thirty (30) days after receipt by the Company or the Member, as applicable, of written notice of such breach from Buyer and (ii) the Outside Date; *provided, however*, that Buyer may not terminate this Agreement pursuant to this Section 9.1(c) at any time during which Buyer is in material breach of this Agreement; or

(d) by the Company, if there has been a material violation or breach by a Buyer Party of any representation or warranty (or any such representation or warranty shall have become untrue in any material respect after the date of this Agreement) or covenant or agreement contained in this Agreement which would, in either case, prevent the satisfaction of or result in the failure of any condition to the obligations of the Members at the Closing and such violation or breach has not been waived by the Member Representative or, with respect to a breach of any covenant or agreement under this Agreement that is curable, has not been cured by such Buyer Party prior to the earlier to occur of (i) thirty (30) days after receipt by Buyer of written notice of such breach from the Company or (ii) the Outside Date; *provided, however*, that the Company may not terminate this Agreement pursuant to this Section 9.1(d) at any time during which the Company or a Member is in material breach of this Agreement.

Section 9.2 Effect of Termination. In the event of the termination of this Agreement in accordance with Section 9.1, this Agreement shall thereafter become void and have no effect, and no party shall have any liability to the other party or their respective Affiliates, or their respective directors, officers, shareholders, partners, members, attorneys, accountants, agents, representatives or employees or their heirs, successors and permitted assigns, except for the obligations of the parties contained in Section 6.5, this Section 9.2 and ARTICLE 10 (and any related definitional provisions set forth herein) (which provisions will survive the termination of this Agreement), and except that nothing in this Section 9.2 shall relieve either party from liability for any willful breach of this Agreement that arose prior to such termination. For purposes of the preceding sentence, the failure of a party to comply with its obligations to consummate the Closing if and when required by Section 1.4 shall be deemed a willful breach of this Agreement if such failure is not cured within three (3) Business Days' notice from the other party. The Confidentiality Agreement shall survive the termination of this Agreement.

## **ARTICLE 10 MISCELLANEOUS**

### Section 10.1 Member Representative.

(a) For purposes of this Agreement, the Members hereby designate [name redacted] to serve as the sole and exclusive representative of the Members (solely in such capacity, and not in his capacity as an individual Member, the "Member Representative") with respect to those provisions of this Agreement that contemplate action by the Member Representative and with respect to the Escrow Agreement.

(b) The Member Representative is hereby constituted and appointed as agent and attorney-in-fact for and on behalf of the other Members with respect to the performance of his or her duties as the Member Representative. This power of attorney and all authority hereby conferred is granted and shall be irrevocable and shall not be terminated by any act of any Member, by operation of Law, whether by such Member's death, disability, protective supervision or any other event. The Member Representative shall promptly deliver to each Member any notice received by the Member Representative concerning this Agreement. Without limiting the generality of the foregoing, the Member Representative has full power and authority, on behalf of each Member and such Member's successors and assigns, to: (i) interpret the terms and provisions of this Agreement and the documents to be executed and delivered by the Members in connection

herewith, including the Escrow Agreement, (ii) execute and deliver and receive deliveries of all agreements, certificates, statements, notices, approvals, extensions, waivers, undertakings, amendments and other documents required or permitted to be given in connection with the consummation of the transactions contemplated by this Agreement and the Escrow Agreement, (iii) receive service of process in connection with any claims under this Agreement or the Escrow Agreement, (iv) agree to, negotiate, enter into settlements and compromises of, assume the defense of claims, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to such claims, and to take all actions necessary or appropriate in the judgment of the Member Representative for the accomplishment of the foregoing, (v) give and receive notices and communications, (vi) authorize delivery to Buyer of the Escrow Amount or any portion thereof in satisfaction of claims brought by a Buyer Party for Losses, (vii) object to such deliveries, (viii) distribute the Escrow Amount and any earnings and proceeds thereon and (ix) take all actions necessary or appropriate in the judgment of the Member Representative on behalf of the Members in connection with this Agreement and the Escrow Agreement; *provided, however*, that the Member Representative shall not have any authority to amend this Agreement, or enter into settlements or compromises, in each case, on behalf of the other Members.

(c) Service by the Member Representative shall be without compensation except for the reimbursement by the Members of out-of-pocket expenses and indemnification specifically provided herein.

(d) The Member Representative shall have no duties or responsibilities except those expressly set forth herein, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on behalf of any Member shall otherwise exist against the Member Representative. The Member Representative shall not be liable to any Member relating to the performance of the Member Representative's duties under this Agreement for any errors in judgment, negligence, oversight, breach of duty or otherwise except to the extent it is finally determined in a court of competent jurisdiction by clear and convincing evidence that the actions taken or not taken by the Member Representative constituted actual fraud or were taken or not taken in bad faith. The Member Representative shall be indemnified and held harmless by the Members against all losses, including costs of defense, paid or incurred in connection with any action, suit, proceeding or claim to which the Member Representative is made a party by reason of the fact that the Member Representative was acting as the Member Representative pursuant to this Agreement; *provided, however*, that the Member Representative shall not be entitled to indemnification hereunder to the extent it is finally determined in a court of competent jurisdiction by clear and convincing evidence that the actions taken or not taken by the Member Representative constituted actual fraud or were taken or not taken in bad faith. The Member Representative shall be protected in acting upon any notice, statement or certificate believed by the Member Representative to be genuine and to have been furnished by the appropriate Person and in acting or refusing to act in good faith on any matter. The Member Representative shall not be liable to a Buyer Party or any Affiliate of a Buyer Party by reason of this Agreement or the performance of Member Representative's duties hereunder or otherwise.

(e) Each Buyer Party shall be entitled to rely conclusively upon any instructions, decisions and actions of the Member Representative as duly authorized by each Member with respect to any matters set forth in this Agreement or the Escrow Agreement. All

instructions, decisions and actions of the Member Representative shall be conclusive and binding upon the Company and each of the Members.

(f) The Member Representative shall hold and be entitled to use the Member Representative Fund for the purposes of paying for, or reimbursing the Member Representative for, any and all costs and expenses (including counsel and legal fees and expenses) incurred by the Member Representative in connection with the protection, defense, enforcement or other exercise or fulfillment of any rights or obligations under this Agreement (collectively, the “Member Representative Expenses”). To the extent that the Member Representative Fund are insufficient to cover the Member Representative Expenses, the Members promptly upon request by the Member Representative and in any event within ten (10) days of such request, shall reimburse the Member Representative for the Member Representative Expenses. The Member Representative shall hold the Member Representative Fund in a segregated bank account and shall not commingle it with any other funds. At such time as the Member Representative deems appropriate, the Member Representative shall distribute to the Members (in accordance with their respective Pro Rata Portions) the remaining Member Representative Fund.

Section 10.2 Notices. All notices, consents, waivers, agreements or other communications hereunder shall be deemed effective or to have been duly given and made (and shall be deemed to have been duly given or made upon receipt) only if in writing and if (a) served by personal delivery upon the party for whom it is intended, (b) delivered by overnight air courier or (c) sent by facsimile transmission or email, with confirmation of transmission, in each case, to such party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

[names and contact information redacted]

Section 10.3 Entire Agreement. This Agreement (including the Disclosure Schedule and all other Schedules, Exhibits and Appendices hereto), the Confidentiality Agreement and the Transaction Documents contain the entire agreement among the parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, oral or written, with respect to such matters.

Section 10.4 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer, the Company and the Members, or in the case of a waiver, by the party against whom such waiver is intended to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any

single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 10.5 No Assignment or Benefit to Third Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and permitted assigns. Notwithstanding the foregoing, no party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties and any purported assignment in violation of the foregoing shall be null and void *ab initio*; provided, however, that Buyer shall be entitled to assign or delegate this Agreement and the Transaction Documents or all or any part of its rights or obligations hereunder and thereunder (a) to any one or more Affiliates of Buyer, (b) for collateral security purposes to any lender providing financing to Buyer and (c) to any subsequent purchaser of Buyer or the division of Buyer in which the Company is held or any material portion of the assets thereof (whether such sale is structured as a sale of stock, sale of assets, merger, recapitalization or otherwise). No assignment or delegation shall relieve the assigning party of any of its obligations hereunder. Except as expressly set forth herein in Section 6.8, ARTICLE 8 or this Section 10.5, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Buyer Parties, the Company and the Members, and their respective successors, legal representatives and permitted assigns, any rights, benefits or remedies under or by reason of this Agreement.

Section 10.6 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such costs and expenses. Notwithstanding the foregoing or anything to the contrary herein, (a) [certain expenses redacted] and (b) Buyer shall pay fifty percent (50%) of all fees and expenses relating to the Escrow Agent, and the Member Representative shall be responsible for the other fifty percent (50%) of such fees and expenses.

Section 10.7 Disclosure Schedule.

(a) The “Disclosure Schedule” means that certain document (as may be modified from time to time in accordance with the terms hereof) identified as the Disclosure Schedule, dated as of the date hereof, delivered by the Company and the Members to Buyer in connection with this Agreement. Each Section in the Disclosure Schedule shall be deemed to qualify the corresponding Section of this Agreement and any other Section of this Agreement to which the application of such disclosure is reasonably apparent. It is specifically acknowledged that the Disclosure Schedule may expressly provide exceptions to a particular Section of ARTICLE 3 or ARTICLE 4 notwithstanding that the Section does not state “except as set forth in Section ‘\_\_\_’ of the Disclosure Schedule” or words of similar effect.

(b) Neither the specification of any dollar amount in any representation or warranty contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedule is intended to vary the definition of “Material Adverse Effect” or to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no party shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedule is or is not material for purposes of

this Agreement. Unless this Agreement specifically provides otherwise, neither the specification of any item or matter in any representation or warranty contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedule is intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no party shall use the fact of the setting forth or the inclusion of any such item or matter in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedule is or is not in the ordinary course of business for purposes of this Agreement.

(c) Each Section of the Disclosure Schedule is qualified in its entirety by reference to specific provisions of this Agreement and does not constitute, and shall not be construed as constituting, representations, warranties or covenants of any party, except as and to the extent provided in this Agreement. Certain matters set forth in the Disclosure Schedule are included for informational purposes only notwithstanding that, because they do not rise above applicable materiality thresholds or otherwise, they may not be required by the terms of this to be set forth herein. All attachments to the Disclosure Schedule are incorporated by reference into the Section of the Disclosure Schedule in which they are referenced.

Section 10.8 Governing Law; Arbitration; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement and all Actions arising out of or relating to this Agreement (“Agreement Proceedings”) shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of such state.

(b) Except for injunctive or other equitable relief or as otherwise provided in this Agreement, any and all Agreement Proceedings shall be resolved by arbitration in Los Angeles County, California, all Agreement Proceedings shall be settled by binding arbitration, before three (3) arbitrators independent of the parties and selected in accordance with, and the arbitration shall be administered by JAMS pursuant to, JAMS’ Comprehensive Arbitration Rules and Procedures excluding its optional Arbitration Appeal procedures; *provided, however*, that if the amount involved in the dispute is less than [amount redacted], there shall be only be (1) arbitrator; and *provided further* that any arbitrator designated pursuant to this Section 10.8(b) shall be a lawyer experienced in commercial and business affairs.

(c) All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the judgment of the arbitrator, and except as necessary to give effect to res judicata and collateral estoppel, in which case, all filings with any court shall be sealed to the extent permissible by the court. Nothing in this Section 10.8(c) is intended to, or shall, preclude a party to the arbitration from communicating with, or making disclosures to his or its lawyers, tax advisors, auditors and insurers, as necessary and appropriate or from making such other disclosures as may be required by any applicable law.

(d) To the maximum extent permitted by Law, the decision of the arbitrator shall be final and binding and not be subject to appeal. If a party against whom the arbitrator renders an award fails to abide by such award, the other party may seek to enforce such award in any court of competent jurisdiction.

(e) Except as otherwise provided herein, the successful or prevailing party in any Agreement Proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that Agreement Proceeding.

(f) Except as otherwise provided in this Agreement, each party hereby (i) irrevocably and unconditionally submits to the jurisdiction of the applicable state or federal courts sitting in Los Angeles County, California, for purposes of all Agreement Proceedings, (ii) agrees not to commence any proceeding except in such courts and (iii) irrevocably waives, to the fullest extent permitted by Law, any objection which such party may now or hereafter have to the laying of the venue of any such court or that such proceeding has been brought in an inconvenient forum.

(g) To the extent permitted by Law, each party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury in respect of any Agreement Proceedings.

#### Section 10.9 Interpretation.

(a) The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

(b) Unless the express context otherwise requires: (i) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural; (iii) references herein to a specific Article, Section, Subsection or Schedule shall refer, respectively, to Articles, Sections, Subsections or Schedules of this Agreement; (iv) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation;" (v) the word "or" shall be inclusive and not exclusive (for example, the phrase "A or B" means "A or B or both," not "either A or B but not both"), unless used in conjunction with "either" or the like; (vi) each reference to any Contract shall be to such Contract as amended, supplemented, waived or otherwise modified from time to time; (vii) each reference to a Law, statute, regulation or other government rule is to it as amended from time to time and, as applicable, is to corresponding provisions of successor Laws, statutes, regulations or other government rules; and (viii) each reference to a "party" means a party to this Agreement.

(c) Any deadline or time period set forth in this Agreement that by its terms ends on a day that is not a Business Day shall be automatically extended to the next succeeding Business Day.

(d) With regard to each and every term and condition of this Agreement, the parties understand and agree that the same have or has been mutually negotiated, prepared and

drafted, and that if at any time the parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which party actually prepared, drafted or requested any term or condition of this Agreement.

(e) In interpreting the representations and warranties of this Agreement, the principle that the specific governs and controls the general shall apply. Accordingly, by way of example but not by way of limitation, if there is a knowledge qualified representation and warranty on the absence of infringement by the Company of the intellectual property rights of third parties, then the Buyer Parties shall have no right to indemnification (and there shall be no liability) for infringement by the Company that was not to the knowledge of the Company, notwithstanding the presence of a general representation on the absence of undisclosed liabilities that is not knowledge qualified.

(f) The terms “made available” and “provided to” when used in reference to the Company having made or making items or information available to, or to having provided information to, a Buyer Party or any of its Representatives, means that such items or information were made available by the Company or its Representatives via (i) the posting of such items or information to the Dropbox, (ii) the provision of access to hard copies of such items or information, or (iii) the provision of such items or information in electronic format (including by fax, e-mail or by other electronic means).

Section 10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email (including in PDF format), shall be deemed an original, and all of which shall constitute one and the same Agreement.

Section 10.11 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 10.12 Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 10.13 No Rescission. No party shall be entitled to rescind the transactions contemplated hereby by virtue of any failure of any party’s representations and warranties herein to have been true or any failure by any party to perform its obligations hereunder.

Section 10.14 Legal Representation. Sheppard, Mullin, Richter & Hampton LLP (“SMRH”) has acted as counsel for the Company in connection with this Agreement (the “Acquisition Engagement”). SMRH has also represented prior to the Closing the Company in respect of other matters (“Company Engagements”).

(a) *Acquisition Engagement*. Only the Members and the Company shall be considered clients of SMRH in the Acquisition Engagement. All communications between Members or the Company and SMRH in the course of the Acquisition Engagement shall be deemed to be attorney-client confidences that belong solely to the Members and not the Company. Accordingly, the Buyer Parties shall not have access to any such communications, or to the files of SMRH relating to the Acquisition Engagement, whether or not the Closing occurs. Without limiting the generality of the foregoing, upon and after the Closing, (i) the Members and SMRH shall be the sole holders of the attorney-client privilege with respect to the Acquisition Engagement, and neither the Company nor the Buyer Parties shall be a holder thereof, (ii) to the extent that files of SMRH in respect of the Acquisition Engagement constitute property of the client, only the Members shall hold such property rights, and (iii) SMRH shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Company or the Buyer Parties by reason of any attorney-client relationship between SMRH and the Company or otherwise.

(b) *Company Engagements*. The parties acknowledge the community of interest between the Company and the Members in view of the fact that the Members hold all the equity of the Company. Accordingly, each Buyer Party agrees that the principles that apply to the Acquisition Engagement regarding client confidences, attorney-client communications, attorney-client privilege, client files and disclosures shall also apply to Company Engagements. Thus, notwithstanding that the Company is or was a client in the Company Engagements, from and after the Closing, (i) all communications between Members or the Company and SMRH in the course of all Company Engagements except for the Ratha Action shall be deemed to be attorney-client confidences that belong solely to the Members and not the Company, (ii) the Buyer Parties shall not have access to any such communications, or to the files of SMRH relating to any Company Engagement other than the Ratha Action, (iii) the Members and SMRH shall be the sole holders of the attorney-client privilege with respect to each Company Engagement other than the Ratha Action, and neither the Company nor the Buyer Parties shall be a holder thereof, (iv) to the extent that files of SMRH in respect of any Company Engagement constitute property of the client, only the Members shall hold such property rights, and (v) except with respect to the Ratha Action, SMRH shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Company or the Buyer Parties by reason of any attorney-client relationship between SMRH and the Company or otherwise.

(c) *Post-Closing Representation of the Members Including Matters Relating to the Acquisition*. If the Members so desire, and without the need for any consent or waiver by the Company or the Buyer Parties, SMRH shall be permitted to represent the Members after the Closing in connection with any matter, including without limitation anything related to the transactions contemplated by this Agreement or any disagreement or dispute relating thereto. Without limiting the generality of the foregoing, after the Closing, SMRH shall be permitted to represent the Members any of their agents and affiliates, or any one or more of them, in connection with any matter whatsoever, including, without limitation, any negotiation, transaction or dispute

(“dispute” includes litigation, arbitration, mediation, negotiation or other adversary proceeding) with a Buyer Party, the Company or any of their agents or Affiliates under or relating to this Agreement, any transaction contemplated by this Agreement, and any related matter (such as claims for indemnification and disputes involving employment or noncompetition or other agreements entered into in connection with this Agreement), whether or not such matter is related to the Acquisition Engagement or any Company Engagement.

(d) *Cessation of Attorney-Client Relationship With Company.* Upon and after the Closing, except with respect to the Ratha Action, the Company shall cease to have any attorney-client relationship with SMRH, including with respect to any Company Engagements, unless after the Closing SMRH is subsequently engaged in writing by the Company to represent the Company and either such engagement involves no conflict of interest with respect to the Members or the Members consent in writing to such engagement. Any such representation of the Company by SMRH after Closing shall not affect the provisions of this Section 10.14. For example, and not by way of limitation, even if SMRH is representing the Company after the Closing, SMRH shall be permitted simultaneously to represent the Members in any matter, including, without limitation, any disagreement or dispute relating to this Agreement. Furthermore, SMRH shall be permitted to withdraw from any Company Engagement, including the Ratha Action, in order to be able to represent the Members even if such withdrawal causes the Company or a Buyer Party additional legal expense (such as to bring new counsel “up to speed”), delay or other prejudice.

(e) [consent relating to certain representation redacted]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

“Company”

RUBICON RESOURCES, LLC

By: Signed “Brian Wynn”  
Name: Brian Wynn  
Title: Manager

“Buyer”

HIGH LINER FOODS (USA),  
INCORPORATED

By: Signed “Paul Jewer”  
Name: Paul Jewer  
Title: Executive Vice President and Treasurer

By: Signed “Timothy Rorabeck”  
Name: Timothy Rorabeck  
Title: Executive Vice President and Secretary

“Members”

Signed “Brian Wynn”  
Brian J. Wynn [name of holding entity  
redacted]

P&M HOLDING CO., LTD.

By: Signed “Redacted”  
Name: [name redacted]

WALES & CO. UNIVERSE LIMITED

By: Signed “Redacted”  
Name: [name redacted]

“Parent”

HIGH LINER FOODS INCORPORATED

By: Signed “Paul Jewer”  
Name: Paul Jewer  
Title: Executive Vice President and Chief  
Financial Officer

By: Signed “Timothy Rorabeck”  
Name: Timothy Rorabeck  
Title: Executive Vice President, Corporate  
Affairs and General Counsel

“Member Representative”

Signed “Redacted”  
[name redacted]

## APPENDIX A

### DEFINITIONS

In this Appendix, and in the Agreement and the other Appendices and Schedules thereto, unless the context otherwise requires, the following terms shall have the meanings assigned below and the terms listed in the chart below shall have the meanings assigned to them in the Section set forth opposite to such term (unless otherwise specified, Section references in this Appendix are to Sections of this Agreement):

Accounting Expert .....	Section 2.1(c)
Acquisition Engagement .....	Section 10.14
Actions .....	Section 3.5
<u>Agreement Proceedings</u> .....	Section 10.8(a)
Allocation Claims .....	Section 6.8(b)
Allocation Schedule .....	Section 1.2(c)
Antitrust Division.....	Section 6.2(b)
Asset Allocation.....	Section 6.12(d)
Assignment of Purchased Interests .....	Section 1.5(a)
Base Purchase Price .....	Section 1.2(b)
Basket.....	Section 8.4(b)
Benefit Plans .....	Section 4.13
<u>Block Trade</u> .....	Section 6.18
Business .....	Section 6.7(a)(i)
<u>Buyer</u> .....	Preamble
Buyer Indemnified Persons.....	Section 8.2
Buyer Parties.....	Preamble
<u>Buyer Plans</u> .....	Section 6.11(a)
Buyer Regulatory Approvals .....	Section 5.5(a)
Buyer Third Party Consents.....	Section 5.5(b)
[company name redacted] .....	Section 6.7(b)
Cash Consideration .....	Section 1.2(c)
<u>Claim Notice</u> .....	Section 8.6(a)
Closing .....	Section 1.4
Closing Date.....	Section 1.4
Closing Statement .....	Section 2.1(a)
Company .....	Preamble
<u>Company Copyrights</u> .....	Section 4.12(a)
Company Designee .....	Section 6.1
Company Engagements .....	Section 10.14
Company Interests .....	Recitals
<u>Company Marks</u> .....	Section 4.12(a)
<u>Company Patents</u> .....	Section 4.12(a)
Company Regulatory Approvals.....	Section 4.4(a)

Company Released Claims .....	Section 6.8(a)
<u>Company Third Party Consents</u> .....	Section 4.4(b)
<u>Company Trade Secrets</u> .....	Section 4.12(b)(vi)
Confidential Information .....	Section 6.5(b)
Confidentiality Agreement.....	Section 6.1
Continuation Period .....	Section 6.11(a)
Covered Persons.....	Section 6.10(a)
Direct Claim.....	Section 8.7
Disclosure Schedule.....	Section 10.7(a)
Effective Time .....	Section 1.4
Environmental Loss .....	Section 8.5(i)
Escrow Agent.....	Section 1.3(a)(i)
Escrow Agreement.....	Section 1.3(a)(i)
Escrow Amount .....	Section 1.3(a)
Estimated Closing Cash on Hand .....	Section 1.2(a)(iii)
<u>Estimated Closing Company Transaction Expenses</u> .....	Section 1.2(a)(i)
<u>Estimated Closing Funded Indebtedness</u> .....	Section 1.2(a)(ii)
Estimated Closing Working Capital .....	Section 1.2(a)(iv)
Estimated Purchase Price .....	Section 1.2(b)
Existing Company Debt.....	Section 1.6(f)
Existing Employment Agreement.....	Section 4.14(b)
Final Purchase Price.....	Section 1.2(b)
Financial Statements .....	Section 4.8(a)
Fundamental Representations .....	Section 8.1(a)
Fundamental Survival Date.....	Section 8.1(a)
General Survival Date.....	Section 8.1(a)
Indemnification Escrow Account .....	Section 1.3(a)(i)
<u>Indemnification Escrow Amount</u> .....	Section 1.3(a)(i)
<u>Indemnified Person</u> .....	Section 8.11
Indemnifying Person.....	Section 8.6(a)
Insurance Policies .....	Section 4.18
Leased Real Property .....	Section 4.16(b)
Leases.....	Section 4.16(b)
<u>Licenses In</u> .....	Section 4.12(a)
<u>Licenses Out</u> .....	Section 4.12(a)
Losses.....	Section 8.5(a)
Material Contracts.....	Section 4.15(a)
Material Supplier .....	Section 4.22(b)
Material Suppliers.....	Section 4.22(a)(ii)
Member Controlled Proceeding.....	Section 6.12(c)
Member Indemnified Persons .....	Section 8.3
<u>Member Released Claims</u> .....	Section 6.8(b)
Member Representative .....	Section 10.1(a)
Member Representative Expenses .....	Section 10.1(f)

Member Representative Fund .....	Section 1.3(b)
Members .....	Preamble
Most Recent Balance Sheet Date .....	Section 4.8(a)
Most Recent Financial Statements .....	Section 4.8(a)
Net Adjustment Amount .....	Section 2.2(a)
<u>Neutral Accounting Firm</u> .....	Section 2.1(c)
Notice of Disagreement .....	Section 2.1(b)
Outside Date.....	Section 9.1(b)
Parent .....	Preamble
Parent Common Stock .....	Section 1.2(c)
<u>Parent Introduced Party</u> .....	Section 6.18
Purchased Interests.....	Recitals
R&W Insurance Policy .....	Section 5.13
Regulatory Approvals .....	Section 5.5(a)
Released Claims.....	Section 6.8(b)
Resolution Period.....	Section 2.1(c)
<u>Review Period</u> .....	Section 2.1(b)
ROFO Notice .....	Section 6.7(b)
Securities Act .....	Section 5.10(a)
SMRH .....	Section 10.14
[certain indemnity procedures redacted]	
<u>Standstill Agreements</u> .....	Section 7.1(f)
Stock Consideration .....	Section 1.2(c)
Supply Agreements .....	Section 7.1(d)
Survival Date .....	Section 8.1(a)
Tax Claim.....	Section 6.12(c)
Third Party Consents.....	Section 5.5(b)
<u>Third Party IP Assets</u> .....	Section 4.12(b)(iv)
Third-Party Claim .....	Section 8.6(a)
Transfer Taxes .....	Section 6.12(e)
WARN Act.....	Section 4.14(f)
Wynn Employment Agreement .....	Section 7.1(e)
Year-End Financial Statements.....	Section 4.8(a)

“Accounting Principles” means GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements for the most recent fiscal year end as if such accounts were being prepared and audited as of a fiscal year end.

“Affiliate” means, with respect to any subject Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such subject Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term “control” (including the correlative meanings of

the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise. For the avoidance of doubt, for purposes of this Agreement, the Affiliates of Parent shall include Buyer, and the Affiliates of Buyer shall include Parent.

“Anti-Corruption and Anti-Bribery Laws” means the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq., Canada’s Corruption of Foreign Public Officials Act, Thailand’s The Organic Act on Counter Corruption, and any rules or regulations under these laws, and any other applicable anti-corruption or anti-bribery Laws of any foreign jurisdictions in which the Company conducts its businesses.

“Bank Consent” means the consent to this Agreement and the transactions hereunder from the Buyer Parties’ lenders, as required under a certain Third Amended and Restated Credit Agreement dated as of April 24, 2014 (the “ABL Credit Agreement”), to the extent that the property and assets of the Company will be subject to Liens that are not Permitted Liens (as defined in the ABL Credit Agreement) after the Closing, as a result of the continuation of the Guarantees from and after the Closing.

“Business” means the business of importing and distributing seafood products anywhere in the United States of America or Canada.

“Business Day” means a day other than any day on which banks are authorized or obligated by Law or executive order to close in Los Angeles, California.

“Buyer’s Knowledge” or any variant thereof means the actual knowledge, after reasonable review (including due inquiry), of any of the following individuals: Paul Jewer and Timothy Rorabeck.

“Canadian Securities Laws” means means the *Securities Act* (Nova Scotia), as amended, and all other applicable Canadian provincial securities laws, rules and regulations and published policies thereunder and the rules of the TSX applicable to companies listed thereon.

“Cash on Hand” means as of any time the aggregate cash balance of the Company, including all cash, commercial paper, certificates of deposit and other bank deposits, treasury bills, short term investments and all other cash equivalents, and third party checks deposited or held in the Company’s accounts that have not yet cleared, in each case as of such time; *provided, however*, that Cash on Hand shall be reduced by the amount of all outstanding checks on draft of the Company that are issued or outstanding at such time, but only to the extent not counted as a current liability in the calculation of Estimated Closing Working Capital or Closing Working Capital.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

“Closing Cash on Hand” means the Cash on Hand as of the Effective Time.

“Closing Company Transaction Expenses” means any expenses of the Company relating to the negotiation and consummation of this Agreement, the Transaction Documents and the

transactions contemplated hereby and thereby, including fees and expenses of brokers, financial advisers, legal counsel and accountants that remain unpaid as of immediately prior to the Closing.

“Closing Funded Indebtedness” means, without duplication, the obligations of the Company outstanding and unpaid immediately prior to the Closing (excluding any undrawn amounts under credit lines or revolving (or similar) credit facilities, and excluding any indemnification or contingent obligations not then owing) under any Funded Indebtedness.

“Closing Working Capital” means the Working Capital as of the Effective Time.

“Code” means the Internal Revenue Code of 1986.

“Company Intellectual Property Assets” means all Intellectual Property Assets owned by the Company or used or held for use by the Company in the Business. “Company Intellectual Property Assets” includes, without limitation, the Company Patents, Company Marks, Company Copyrights and Company Trade Secrets.

“Company’s Knowledge”, “Knowledge of the Company” or any variant thereof means the actual knowledge, after reasonable review (including due inquiry), of any of the following individuals: Wynn [name redacted].

“Competition/Investment Law” means and any foreign, federal or state Law that is designed or intended to prohibit, restrict or regulate foreign investment or mergers or acquisitions, antitrust, monopolization, restraint of trade or competition, including the HSR Act.

“Contracts” means any contract, license, sublicense, mortgage, purchase order, indenture, loan agreement, lease, sublease, agreement, letter of credit, guarantee or instrument or any binding commitment to enter into any of the foregoing (in each case, whether written or oral) to which the Company is a party or by which any of the Company’s assets are bound.

“Dollars” or “\$” means the lawful currency of the United States of America.

“Dropbox” means the electronic data site maintained by Dropbox under the data room entitled Project Ruby Items for Helium including the secured folders located therein.

“DSU” means a deferred share unit granted by Parent under the deferred share unit plan of Parent dated February 13, 2012.

“Employees” means (a) each person who as of immediately prior to the Closing is an active employee of the Company, including employees on vacation or on a regularly scheduled day off from work (including for jury service or military service duty); and (b) each employee of the Company who is on short-term disability, long-term disability or leave of absence as of immediately prior to the Closing.

“Environment” means any and all environmental media, including without limitation ambient air, surface water, ground water, drinking water supply, land surface or subsurface, soil or strata, and also means any indoor location.

“Environmental Law” means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, Environmental Permits, or governmental restrictions relating to the protection of human health or safety or the Environment or to emissions, discharges or Releases of any Hazardous Substance into the Environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Substance or the containment, removal or remediation thereof.

“Environmental Liabilities” means any and all liabilities arising in connection with or in any way relating to the past or present operation of the Business, whether contingent or fixed, actual or potential, known or unknown, which (i) arise under or relate to matters governed by Environmental Law or arise in connection with or relate to any matter disclosed or required to be disclosed in Schedule 3.19 and (ii) arise from or relate in any way to actions occurring or conditions existing before the Closing Date.

“Environmental Permits” means any and all governmental permits, licenses, concessions, grants, franchises, agreements, authorizations, registrations or other governmental approvals or filings issued or required under any Environmental Law.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any Person that would have ever been considered a single employer with the Company under Section 4001(b) of ERISA or part of the same "controlled group" as the Company for purposes of Section 302(d)(3) of ERISA.

“Excluded Claims” means claims that are excluded from coverage under the R&W Insurance Policy, other than exclusions relating to the Fundamental Representations.

“Fraud” means, with respect to any party, such party’s actual fraud or intentional misrepresentation with respect to the making of representations and warranties herein.

“Funded Indebtedness” means, without duplication, the sum of all amounts owing by the Company to repay in full amounts due and terminate all obligations (other than indemnity obligations that are not owing or outstanding) with respect to (a) all indebtedness for borrowed money and all obligations evidenced by bonds, debentures, notes or other similar instruments, (b) all obligations under acceptance credit, letters of credit or similar facilities, in each case to the extent drawn, (c) all obligations to pay the deferred purchase price of property or services (other than with respect to trade payables, accrued expenses and current accounts incurred in the ordinary course of business, (d) all obligations as lessee capitalized in accordance with GAAP, (e) all obligations of others secured by a Lien on any asset (excluding a Permitted Lien), whether or not such obligations are assumed, (f) all obligations, contingent or otherwise, directly or indirectly guaranteeing any obligations of any other Person, all obligations to reimburse the issuer in respect of letters of credit or under performance or surety bonds, or other similar obligations (provided, however, in no event shall the Guarantees (or any amounts guaranteed thereunder) be considered as Funded Indebtedness for any purpose of this Agreement) and such Guarantees shall remain in place following the Closing without any adjustment made to the Base Purchase Price as a result thereof, (g) all obligations in respect of bankers’ acceptances and under reverse repurchase

agreements, and (h) all obligations in respect of futures contracts, swaps (including, interest rate swaps and hedge contracts), other financial contracts and other similar obligations (determined on a net basis as if such contract or obligation was being terminated early on such date.

“GAAP” means United States generally accepted accounting principles, consistently applied during the periods involved.

“Governmental Authority” means any United States or foreign federal, state, provincial, regional, municipal or local government or other political subdivision thereof, governmental or public department, ministry, central bank, court, tribunal, arbitral body, office, Crown corporation, commission, commissioner, board, bureau or agency, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any supranational organization of sovereign states exercising such functions for such sovereign states.

“Governmental Authorizations” means all licenses, permits, certificates, grants, franchises, waivers, consents and other similar authorizations or approvals issued by or obtained from a Governmental Authority, securities exchange, self-regulatory body or trade organization.

“Guarantees” means the (i) Guarantee and Security Agreement Regarding Obligations of Wales & Co Universe Limited, dated September 1, 2003, between the Company, Krung Thai Bank Public Company Limited, and Export-Import Bank of Thailand; (ii) Guarantee and Security Agreement Regarding Obligations of Andaman Seafood Company Limited, dated September 1, 2003, between the Company, Krung Thai Bank Public Company Limited and Export-Import Bank of Thailand; (iii) Guarantee and Security Agreement Regarding Obligations of Chanthaburi Seafood Company Limited, dated September 1, 2003, between the Company, Krung Thai Bank Public Company Limited and Export-Import Bank of Thailand; (iv) Guarantee and Security Agreement Regarding Obligations of Pattana Seafood Company Limited, dated September 1, 2003, between the Company, Krung Thai Bank Public Company Limited and Export-Import Bank of Thailand; (v) Guarantee and Security Agreement Regarding Obligations of Chanthaburi Frozen Food Company Limited, dated September 1, 2003, between the Company, Krung Thai Bank Public Company Limited; (vi) Guarantee and Security Agreement Regarding Obligations of Thailand Fishery Cold Storage Public Company Limited, dated September 1, 2003, between the Company, Krung Thai Bank Public Company Limited and Export-Import Bank of Thailand; and (vii) Guarantee and Security Agreement Regarding Obligations of Thai International Seafood Company Limited, dated September 1, 2003, between the Company, Krung Thai Bank Public Company Limited and Export-Import Bank of Thailand.

“Hazardous Substance” means any and all pollutants and contaminants, and any and all toxic, caustic, radioactive or otherwise hazardous materials, substances or wastes that are regulated under any Environmental Law, and includes, without limitation, petroleum and its derivatives and by-products, and any other hydrocarbons.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Intellectual Property Assets” means: (A) patents, patent applications of any kind, patent rights, inventions, discoveries and invention disclosures (whether or not patented) (collectively,

“Patents”); (B) rights in registered and unregistered trademarks, service marks, trade names, trade dress, logos, source-identifying packaging design, slogans and Internet domain names, and registrations and applications for registration of any of the foregoing, together with any goodwill symbolized thereby (collectively, “Marks”); (C) copyrights in both published and unpublished works, including, without limitation, all compilations, databases and computer programs, manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above (collectively, “Copyrights”); (D) rights in know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, Beta testing procedures and Beta testing results (collectively, “Trade Secrets”); (E) any and all other intellectual property rights and/or proprietary rights relating to any of the foregoing; and (F) goodwill, franchises, licenses, permits, consents, approvals, and claims of infringement and misappropriation against third parties.

“IRS” means the U.S. Internal Revenue Service.

“Law” means any constitution, law, statute, ordinance, rule, regulation, regulatory requirement, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a Governmental Authority or securities exchange.

“Lien” means any charge, mortgage, pledge, security interest, lien, or encumbrance, other than those that customarily arise under securities Laws in private transactions.

“Losses” means any damages, losses, charges, liabilities, claims, demands, actions, suits, judgments, settlements, awards, interest, penalties, fees, costs and expenses (including documented, reasonable and out-of-pocket attorneys’ fees and disbursements), subject to Section 8.5.

“Material Adverse Effect” means any change, effect, event, occurrence, state of facts or development that is materially adverse to the financial condition or results of operations of the Company; *provided, however*, that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, will be, would or could be, or could or would reasonably be expected to have or result in, a Material Adverse Effect: (a) any failure by any the Company to meet any internal or published projections, forecasts, or revenue or earnings predictions; (b) any adverse change, effect, event, occurrence, state of facts or development to the extent attributable to the announcement, pendency or consummation of the transactions contemplated hereby (including with respect to any reduction in sales, any change in landlord or disruption in partner or similar relationships, or any loss of employees); (c) any adverse change, effect, event, occurrence, state of facts or development attributable to conditions affecting (i) the industries in which the Company participate (including fluctuating conditions resulting from cyclicity or seasonality affecting the Company) or (ii) national, regional, local, international or global economies; (d) any adverse change, effect, event, occurrence, state of facts or development resulting from or relating to compliance with the terms of, or the taking of any action required or permitted by, this Agreement or any of the Transaction Documents; (e) any adverse change, effect, event, occurrence, state of facts or development arising from or relating to any change in accounting requirements or principles or any change in any Laws, or the interpretation or enforcement thereof; (f) any adverse

change, effect, event, occurrence, state of facts or development arising in connection with natural disasters or acts of nature, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions; or (g) the effect of any action taken by a Buyer Party or any of its Affiliates with respect to the transactions contemplated hereby or with respect to the Company.

“Member Notes” means [description of Notes redacted].

“Option” means an option to purchase the Parent Common Stock granted by Parent under the Option Plan.

“Option Plan” means the stock option plan of Parent dated May 7, 2013.

“Organizational Documents” means, with respect to any Person (other than an individual), (i) the certificate or articles of association or incorporation or organization or limited partnership or limited liability company, and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (ii) all by-laws, regulations, voting agreements statutory books and registers, resolutions and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Parent Public Disclosure Record” means (a) the annual information form of Parent dated February 22, 2017 for the fifty-two weeks ended December 31, 2016; (b) the audited consolidated financial statements of Parent as at and for the fifty-two weeks ended December 31, 2016, including the notes thereto and management’s discussion and analysis thereof; and (c) the management information circular of Parent dated March 24, 2017.

“Pattana” means P&M Holding Co., Ltd.

“Permitted Liens” means (a) landlords’, lessors’, mechanics’, materialmen’s, warehousemen’s, carriers’, workers’, manufacturer’s or repairmen’s Liens or other similar Liens arising or incurred in the ordinary course of business, (b) Liens for Taxes, assessments and other governmental charges not yet due and payable or due but not delinquent or being contested in good faith by appropriate Actions for which adequate reserves have been established in accordance with GAAP, (c) with respect to real property, (i) easements, quasi-easements, licenses, covenants, rights-of-way, rights of re-entry or other similar restrictions, including any other agreements, conditions or restrictions that would be shown by a current title report or other similar report or listing, which do not materially impair the occupancy or use of the real property for the purposes for which it is currently used in connection with the Business, (ii) any conditions that may be shown by a current survey or physical inspection, which do not materially impair the occupancy or use of the real property for the purposes for which it is currently used in connection with the Business, (iii) zoning, building, subdivision or other similar requirements or restrictions which are not violated by the current use and operation of the applicable real property (except for any violations that would not materially affect the use and occupancy of any such real property as currently used and occupied) and (iv) any and all service contracts and agreements affecting any real property, in each case, which do not impair in any material respect the current use or

occupancy of the real property subject thereto, (d) Liens incurred in the ordinary course of business that would not materially impair the value of the assets of the Company, (e) with respect to owned real property, Liens and other similar restrictions of record identified in any title reports obtained by a Buyer Party (or any of its Representatives) or made available in the electronic data room maintained in connection with the transactions contemplated hereby, (f) Liens to lenders incurred in deposits made in the ordinary course in connection with maintaining bank accounts, (g) deposits or pledges to secure the payment of workers' compensation, unemployment insurance, social security benefits or obligations arising under similar Laws, or to secure the performance of public or statutory obligations, surety or appeal bonds, and other obligations of a like nature, (h) Liens created by this Agreement or any of the Transaction Documents, or in connection with the transactions contemplated hereby by a Buyer Party and (i) except in the case of real property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company, a Governmental Authority, a trust or other entity or organization.

“Post-Closing Tax Period” means a taxable year or period beginning after the Closing Date.

“Pre-Closing Tax Period” means a taxable year or period beginning before, and ending on or before, the Closing Date.

“Pre-Closing Taxes” means any and all Taxes imposed on, or arising in connection with or otherwise attributable to the Company for all Pre-Closing Tax Periods and for all pre-Closing portions of a Straddle Period (regardless of whether such Taxes, or the Tax Returns related thereto, are due prior to, as of, or after the Closing Date) to the extent such Taxes are not reflected as a liability in the calculation of Working Capital. The portion of Taxes that is allocable to the pre-Closing portion of a Straddle Period shall be: (a) in the case of Taxes based on or measured by income or receipts of the Company, based on an interim closing of the books as of the close of business on and including the Closing Date (provided, however, that in determining the income or receipts of the Company attributable to an event or transaction outside the ordinary course of business occurring on the Closing Date after the Closing, such event or transaction shall be deemed to have occurred on the date following the Closing Date) and (b) in the case of all other Taxes, the amount of such Tax for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on and including the Closing Date, and the denominator of which is the number of days in such Straddle Period.

“Pro Rata Portion” means [percentages redacted].

“PSU” means a performance share unit granting the option to purchase Parent Common Stock granted by Parent under the PSU Plan.

“PSU Plan” means the performance share unit plan of Parent effective as of January 1, 2011, as amended.

[reference to action redacted]

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Environment of any Hazardous Substance.

“Representative” or “Representatives” means, with respect to a particular Person, any director, member, limited or general partner, equityholder, officer, employee, agent, consultant, advisor or other representative of such Person, including outside legal counsel, accountants and financial advisors.

“Reporting Jurisdictions” means the provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Quebec, Ontario, Saskatchewan, Alberta and British Columbia.

“Securities Regulators” means, collectively, the securities regulators or other securities regulatory authorities in the Reporting Jurisdictions.

[certain indemnity procedures redacted]

“Straddle Period” means a taxable year or period beginning on or before, and ending after, the Closing Date.

“Subsidiary” means with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interests thereof having the power to govern or elect members of the applicable governing body of such entity is at the time owned or controlled, directly or indirectly, by that Person or one or more subsidiaries of that Person or a combination thereof; and the term “Subsidiary” with respect to any Person shall include all subsidiaries of each subsidiary of such Person. For the avoidance of doubt, for purposes of this Agreement, the Subsidiaries of Parent shall include Buyer.

“Tax Returns” means any report, return, computation, declaration, claim, claim for refund, or information return or statement with respect to Taxes.

“Taxes” means all federal, state or local and all foreign taxes, including income, gross receipts, windfall profits, value added, severance, property, production, sales, use, duty, license, excise, franchise, employment, withholding or similar taxes, together with any interest, additions or penalties with respect thereto and any interest with respect to such additions or penalties.

“Trade Marketing Program” means marketing programs to customers, operators, buying groups and consumers including volume rebates, cooperative advertising, coupons, listing allowances and other discounts or fees paid or payable to customers or consumers in respect of the Company’s business.

“Transaction Documents” means, with respect to a party, this Agreement, the Escrow Agreement, the Assignment of Purchased Interests, the R&W Insurance Policy, the Standstill Agreements, the Supply Agreements, the Employment Agreement, and all other agreements, certificates and other instruments to be delivered by such party at Closing pursuant to this Agreement.

“TSX” means the Toronto Stock Exchange or any successor stock exchange on which shares of the Parent Common Stock are traded.

“TSX Approval” means the conditional approval by the TSX of the listing and reservation for issuance of the Stock Consideration on the TSX, the transactions and the related terms and conditions of this Agreement.

“Wales” means Wales & Co. Universe Limited.

“Working Capital” means an amount (which may be positive or negative) equal to the current assets (other than Cash on Hand) minus the current liabilities (other than Closing Company Transaction Expenses and the current portion of Funded Indebtedness) of the Company determined in accordance with the Accounting Principles, but subject to the adjustments set forth in Schedule 2.1-A. For the avoidance of doubt, an example calculation of Working Capital as of March 31, 2017, 2017 is set forth on Schedule 2.1-B.

“Wynn” means Brian J. Wynn.

**Exhibit A**

**Purchased Interests**

<b><u>Member</u></b>	<b><u>Company Interest</u></b>
[name redacted]	[percentage redacted]
[name redacted]	[percentage redacted]
[name redacted]	[percentage redacted]
Total	100%

**Exhibit B**  
**Escrow Agreement**

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of [\_\_\_\_], 2017, by and among High Liner Foods (USA), Incorporated, a Delaware corporation (“Buyer”), [name redacted], as the Member Representative (the “Member Representative”), and Bank of America, National Association, as escrow agent (“Escrow Agent”). Buyer and the Member Representative are each sometimes referred to individually as an “Escrow Party” and collectively as the “Escrow Parties.”

RECITALS

A. Buyer and the Member Representative are parties to that certain Membership Interest Purchase Agreement, dated as of May 10, 2017 (the “Purchase Agreement”), along with certain other parties thereto.

B. The Purchase Agreement contemplates that certain funds be placed into escrow accounts to secure certain obligations of Rubicon Resources, LLC (the “Company”) and its members (the “Members”) under the Purchase Agreement.

C. The execution and delivery of this Agreement is a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement.

D. Capitalized terms used but not defined herein will have the meanings given them in the Purchase Agreement, a copy of which has not been provided to Escrow Agent but which the Escrow Parties agree to provide upon request.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants contained herein, the Escrow Parties and Escrow Agent, intending to be legally bound, hereby agree as follows:

1. **Appointment.** The Escrow Parties hereby appoint Escrow Agent as their agent to hold in escrow, and to administer the disposition of, the Escrow Funds, in accordance with the terms of this Agreement, and Escrow Agent hereby accepts such appointment.

2. **Establishment of Escrow Account.**

(a) Concurrently with the execution of this Agreement, (A) Buyer will deposit in a separate and distinct non-interest-bearing account (the “Primary Indemnification Escrow Account”) with Escrow Agent, and Escrow Agent hereby agrees to accept in its capacity as such, \$[\_\_\_\_] (the “Primary Indemnification Escrow Amount”), (B) [certain indemnity procedures redacted] the “Indemnification Escrow Accounts”) [certain indemnity procedures redacted], the “Indemnification Escrow Amount”) and (C) Buyer will deposit in a separate and distinct non-interest-bearing account (the “Working Capital Escrow Account” and collectively with the Indemnification Escrow Accounts, the “Escrow Accounts”) with Escrow Agent, and Escrow Agent hereby agrees to accept in its capacity as such, \$[\_\_\_\_] (the “Working Capital Escrow”).

Amount”) (such amounts and all additional amounts now or hereafter deposited with Escrow Agent, together with all interest and other income earned less amounts previously disbursed from such accounts as of any given time, if any, will be referred to as the “Escrow Funds”). The Escrow Funds shall at all times remain available for distribution; provided, however, that (i) the Working Capital Escrow Amount shall be used solely to support the payment obligations of the Members under Section 2.2 of the Purchase Agreement, (ii) [certain indemnity procedures redacted], and (iii) the Primary Indemnification Escrow Amount shall be used solely to support the payment obligations of the Members under Article 8 of the Purchase Agreement [certain indemnity procedures redacted].

(b) All interest or other income earned with respect to the Escrow Funds, if any, will be allocated to the Members in the percentages set forth on Attachment I and reported by Escrow Agent to the IRS or any other taxing authority on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Funds by the Members whether or not said income has been distributed during such year; provided that upon the written request of the Member Representative within ten days following the end of each calendar quarter, Escrow Agent shall disburse to each Member as a tax distribution that Member’s respective share as set forth on Attachment I of 50% of all such interest or other income earned during such quarter provided that Escrow Agent has been provided with a current form W-9 (or W-8 (if applicable)), properly completed and signed, for each Member to which income is to be reported.

(c) Escrow Agent will provide monthly account statements to the Escrow Parties on a monthly basis and will promptly acknowledge to the Escrow Parties receipt of any funds so deposited, and Escrow Agent will provide the account information for the account to the Escrow Parties. The Escrow Parties will deliver one fully executed original of this Agreement to Escrow Agent in accordance with Section 10 of this Agreement.

(d) Prior to execution of this Agreement, any Escrow Party providing a tax identification number for tax reporting purposes shall provide to Escrow Agent a completed IRS Form W-9, and every individual executing this Agreement on his or her own behalf or on behalf of an Escrow Party shall provide to Escrow Agent a copy of a driver’s license, passport, or other form of photo identification acceptable to Escrow Agent.

### 3. **Investment of Escrow Account.**

(a) Escrow Agent is hereby directed to invest the Escrow Funds, including earnings thereon, in a Bank of America Interest-Bearing Deposit Account (“Deposit Account”). Additional information about the Deposit Account is attached hereto as Schedule I.

(b) Upon receipt of the Escrow Funds and any additional deposits, Escrow Agent will invest the Escrow Funds in the Deposit Account within two Business Days or such additional time as may be required due to circumstances beyond Escrow Agent’s control.

(c) Escrow Agent shall not be responsible to any party hereto or to any other person or entity for any loss or liability arising in respect of any investment made in accordance with the terms of this Section 3.

#### 4. Operation of Escrow Account.

(a) Release of Working Capital Escrow Amount. Within three Business Days after the final determination of the Net Adjustment Amount under Sections 2.1 and 2.2 of the Purchase Agreement, Buyer and the Member Representative shall execute and deliver to Escrow Agent joint written instructions substantially in the form of Exhibit A attached hereto (the “Adjustment Notice”) (i) stating that the Net Adjustment Amount has been finally determined pursuant to Sections 2.1 and 2.2 of the Purchase Agreement; (ii) specifying the amount to be distributed by Escrow Agent from the Working Capital Escrow Account to Buyer pursuant to Section 2.2(c) of the Purchase Agreement, if any (the “Adjustment Amount”); and (iii) in the event that the Adjustment Amount is less than the amount remaining in the Working Capital Escrow Account, directing Escrow Agent to release the remaining balance of the Working Capital Escrow Account to the Members, as directed by the Member Representative. Upon receipt of the Adjustment Notice, Escrow Agent shall, without further inquiry or consent from either Escrow Party, promptly (and, in any event, within three Business Days of the final determination of the Net Adjustment Amount) release the amounts set forth in such Adjustment Notice in accordance with the instructions set forth in the Adjustment Notice.

#### (b) Procedures Related to Indemnity Claims.

(1) Primary Indemnification Escrow Account. From time to time prior to the Primary Indemnification Escrow Release Date (as defined below), Buyer may make claims against the Primary Indemnification Escrow Account pursuant to the Purchase Agreement by delivering to Escrow Agent (with a copy to the Member Representative) a written notice stating that Buyer believes that it or another Buyer Indemnified Person may be entitled to indemnification pursuant to the Purchase Agreement and stating the aggregate amount (or a reasonable estimate thereof) to the extent reasonably ascertainable by Buyer to which Buyer or another Buyer Indemnified Person believes it may be entitled to pursuant to such indemnification. Escrow Agent shall conclusively presume that any claim delivered to it was simultaneously delivered to the Member Representative.

(2) [certain indemnity procedures redacted].

#### (c) Release of Indemnification Escrow Amount.

(1) Subject to Section 4(b)(2) hereof, the Escrow Agent will distribute cash held in the Indemnification Escrow Accounts (“Assets”) to satisfy any claim of Buyer or another Buyer Indemnified Person only upon receipt of: (i) written instructions jointly executed by an Authorized Representative (as defined below) of each Escrow Party, (ii) a written determination of an arbitrator accompanied by a certificate of the presenting Escrow Party upon which Escrow Agent shall conclusively rely to the effect that such determination has been issued pursuant to binding arbitration and is final and nonappealable, upon which certificate Escrow Agent shall conclusively rely, or (iii) an order, judgment or decree accompanied by a certificate of the presenting Escrow Party to the effect that such order, judgment or decree has been issued by a court of competent jurisdiction regarding a claim submitted by Buyer and is final and nonappealable, upon which certificate Escrow Agent shall conclusively rely, in each case pursuant to clause (i), (ii) or (iii) above containing instructions to Escrow Agent concerning the release of Assets from the Indemnification Escrow Accounts (including the name of the payee and the amount of payment).

Upon receipt of a final written determination or order, judgment or decree from an arbitrator or from a court of competent jurisdiction (as applicable), the prevailing Escrow Party shall send a copy thereof to Escrow Agent and to the other Escrow Party. Escrow Agent shall conclusively presume that such copy was timely delivered to the other Escrow Party, and in the case of a written determination by an arbitrator or an order, judgment or decree, shall act upon such determination or order, judgment or decree notwithstanding any objection received from the Escrow Party which did not present the order, judgment or decree or arbitrator's decision. Upon payment in full or payment of all amounts remaining in the Indemnification Escrow Accounts of a claim of Buyer (or another Buyer Indemnified Person) against the Escrow Accounts, Escrow Agent will deem such claim finally resolved, settled and satisfied for purposes of this Agreement.

(2) All Assets remaining in the Primary Indemnification Escrow Account (after disbursements pursuant to Section 4(c) hereof) on the day that is two years from the date of this Agreement (the "Primary Indemnification Escrow Release Date"), will be released and delivered upon the written request of the Member Representative as follows: (i) if no unresolved claims against the Primary Indemnification Escrow Account submitted by Buyer are pending on the Primary Indemnification Escrow Release Date, the entire remaining Primary Indemnification Escrow Amount shall be paid to the Members or (ii) if any unresolved claims against the Primary Indemnification Escrow Account submitted by Buyer are pending on the Primary Indemnification Escrow Release Date, Escrow Agent shall retain all or a portion of the Primary Indemnification Escrow Amount in an amount equal to the total maximum amount that Buyer has claimed it may be owed in claims submitted before the Primary Indemnification Escrow Release Date, and shall continue to hold such amount pending resolution of such claims in accordance with Section 4(c)(1)(i) - (iii) above (at which time Escrow Agent shall pay such amount in accordance with such resolution), and shall pay any remaining balance of the Primary Indemnification Escrow Account to the Members; provided, however, that in no event shall Escrow Agent pay any amount to the Members to the extent that the amount remaining in the Primary Indemnification Escrow Account would not be sufficient to pay the total maximum amount that Buyer has claimed as of the Primary Indemnification Escrow Release Date, and that then remains unresolved.

(3) [certain indemnity procedures redacted].

(d) No Other Release. Except as provided in this Agreement, there shall be no releases, disbursements or distributions of Assets from the Escrow Funds by Escrow Agent.

(e) Termination. Upon delivery of the entire Escrow Funds by Escrow Agent in accordance with this Section 4, this Agreement shall terminate and all related accounts shall be closed, subject to the provisions of Sections 8 and 9 of this Agreement.

(f) Designees. In the event that the Member Representative directs the Escrow Agent to pay any amount to the Members, the Member Representative shall provide Escrow Agent with the information set forth in Exhibit A and such amount shall be disbursed to the Members as directed by the Member Representative by written instruction to the Escrow Agent. \_\_

(g) All disbursements under this Agreement shall be make by wire transfer and not by check.

5. **Instructions.**

(a) Any instructions setting forth, claiming, containing, objecting to, or in any way relating to the transfer or distribution of the Escrow Accounts, must be in writing, executed by the appropriate Escrow Party or Escrow Parties as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth in Schedule A-1 and Schedule A-2 attached hereto (each an “Authorized Representative”), and delivered to Escrow Agent by (i) confirmed facsimile or attached to an email, (ii) a nationally recognized overnight courier or by courier service (receipt requested), or (iii) registered or certified mail, return receipt requested, in each case to the addresses, facsimile numbers or email addresses and marked to the attention of the person (by name or title) set forth in Section 10. All instructions for or related to the transfer or distribution of the Escrow Accounts shall be deemed delivered and effective, if delivered by email or facsimile, on the date they are actually received by Escrow Agent if received prior to 5:00 p.m. local time for Escrow Agent, or if such day is not a Business Day or they are received after 5:00 p.m., on the Business Day then following, and as evidenced by a confirmed transmittal by Escrow Agent to the Escrow Party’s or Escrow Parties’ transmitting facsimile number or email. Instructions sent by a nationally recognized overnight courier or by courier service (receipt requested) or registered or certified mail will be deemed delivered and effective on the date they are actually received by Escrow Agent, or if such day is not a Business Day, on the Business Day then following. Escrow Agent will not be liable to any Escrow Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Accounts if delivered to any other facsimile number or email address, including but not limited to a valid email address of any employee of Escrow Agent.

(b) In the event any funds transfer instructions are set forth in a permitted instruction from the Escrow Parties in accordance with Section 4 of this Agreement, Escrow Agent will seek confirmation of such funds transfer instructions by a single telephone call-back to one of the Authorized Representatives of each Escrow Party, and Escrow Agent may rely upon the confirmation of anyone purporting to be that Authorized Representative. The persons and telephone numbers designated for call-backs may be changed (i) for Buyer, only in a writing executed by Authorized Representatives of Buyer and actually received by Escrow Agent via facsimile, email (including in PDF format), a nationally recognized overnight courier or by courier service (receipt requested) or registered or certified mail and (ii) for the Member Representative, only in a writing executed by the Member Representative and actually received by Escrow Agent via facsimile, email (including in PDF format), a nationally recognized overnight courier or by courier service (receipt requested) or registered or certified mail. No funds will be disbursed pursuant to any funds transfer instructions until an Authorized Representative of Buyer or the Member Representative (as applicable) is able to confirm such instructions by telephone callback. Escrow Agent and the beneficiary’s bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Escrow Parties and confirmed by the respective Authorized Representatives thereof.

(c) As used herein, “Business Day” will mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by Law or executive order to remain closed in Chicago, Illinois. The Escrow Parties acknowledge that the security procedures set forth in this Section 5 are commercially reasonable.

6. **Escrow Agent.** Escrow Agent will have only those duties as are specifically and expressly provided herein, which will be deemed purely ministerial in nature, and no other duties will be implied. Escrow Agent has no knowledge of, nor any requirement to comply with, the terms and conditions of any other agreement between the Escrow Parties, nor will Escrow Agent be required to determine if any Escrow Party has complied with any other agreement. Notwithstanding the terms of any other agreement between the Escrow Parties, the terms and conditions of this Agreement will control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Escrow Parties reasonably believed by it to be genuine and to have been signed by Authorized Representatives thereof. Escrow Agent will not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to either Escrow Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event that Escrow Agent receives instructions, claims or demands from any Escrow Party hereto which conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Escrow Parties, Escrow Agent will be entitled either to (a) refrain from taking any action until it will be given a joint written direction executed by an Authorized Representative of each Escrow Party which eliminates such conflict, by a final court order, or by the determination of an arbitrator pursuant to a binding arbitration, or (b) file an action in interpleader.

7. **Resignation; Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving 30 days advance notice in writing of such resignation to the Escrow Parties. Escrow Agent's sole responsibility after such 30 day notice period expires will be to hold the Escrow Accounts and to deliver the same to a designated substitute escrow agent, if any, appointed by the Escrow Parties, or such other person designated by the Escrow Parties, or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder will cease and terminate. If prior to the effective resignation date, the Escrow Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Escrow Accounts to another person as provided above, at any time on or after the effective resignation date, Escrow Agent may interplead the Escrow Accounts with a court of competent jurisdiction. Any appointment of a successor escrow agent will be binding upon the Escrow Parties and no appointed successor escrow agent will be deemed to be an agent of Escrow Agent. Escrow Agent will deliver the Escrow Accounts to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement will cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, will be Escrow Agent under this Agreement without further act.

8. **Compensation.** Each Escrow Party agrees to pay Escrow Agent upon execution of this Agreement and from time to time thereafter one-half of any fees and expenses which unless otherwise agreed in writing, will be as described in Schedule 2. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for Escrow Agent services as contemplated by this Agreement. In the event, however, that Escrow Agent renders at the written request of all of the Escrow Parties any service not contemplated by this Agreement, or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or Escrow Agent is made a party to any litigation pertaining to this Agreement or the subject matter hereof, then Escrow Agent shall be

compensated for such extraordinary services and reimbursed for all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such controversy, litigation or event. Each Escrow Party agrees to reimburse the Escrow Agent for central bank negative interest rate charges incurred by the Escrow Agent in connection with the deposit of cash at a central bank.

9. **Indemnification and Reimbursement.** Each Escrow Party agrees on a [apportionment redacted] basis to defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses, arising out of or in connection with (a) Escrow Agent's performance of this Agreement, except to the extent that such losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence, willful misconduct or fraud of any Indemnatee; and (b) Escrow Agent's following any joint instructions or directions from the Escrow Parties received in accordance with this Agreement. Notwithstanding the foregoing, as between themselves, Buyer, on the one hand, and the Member Representative (on behalf of the Members), on the other hand, shall each be liable and shall promptly pay for 50% of any such indemnification obligation. The obligations set forth in this Section 9 will survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

10. **Notices.** All communications hereunder will be in writing, and all instructions from an Escrow Party or the Escrow Parties to Escrow Agent will be executed by an Authorized Representative thereof and will be delivered in accordance with the terms of this Agreement by facsimile, email (including in PDF format), a nationally recognized overnight courier or by courier service (receipt requested) or registered or certified mail only to the appropriate facsimile number, email address, or notice address set forth for each party as follows:

[names and addresses redacted]

Communications provided for hereunder may be delivered or furnished by email or facsimile provided that any notice or other communication sent to an email address or facsimile number shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof, no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

11. **Compliance with Court Orders.** In the event that the Escrow Accounts will, in whole or in part, be attached, garnished, levied upon, or otherwise be subject to any court order, or the delivery thereof will be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that Escrow Agent obeys or complies with any such order it will not be liable to any of the Escrow Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

12. **Miscellaneous.** Each of the Escrow Parties and Escrow Agent acknowledges that they have consulted with, or have been afforded the opportunity to consult with, counsel of their own choosing in connection with the drafting, negotiation and execution of this Agreement and that it enters into this Agreement of its own free will and as its independent act. The language used in this Agreement has been chosen by the Escrow Parties and Escrow Agent to express their mutual intent, and no rule of construction will be applied against or in favor of any Escrow Party or Escrow Agent and no Escrow Party nor Escrow Agent will be deemed the drafter of this Agreement, and the Escrow Parties and Escrow Agent all waive any statute, principle or rule of law to the contrary. None of the provisions of this Agreement is intended to provide any rights or remedies to any person other than the Escrow Parties hereto and their respective successors and assigns (if any). Time is of the essence with respect to each provision of this Agreement. This Agreement will be binding upon and will inure to the benefit of the Escrow Parties hereto (including Escrow Agent) and their respective successors and permitted assigns. Subject to Section 7 hereof, no party (including Escrow Agent) may assign its rights or obligations hereunder without the prior written consent of the other parties, which consent will not be unreasonably withheld or delayed and no assignment will relieve the assigning party of any of its obligations hereunder. The Escrow Parties (including Escrow Agent) agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. This Agreement may be amended only with the prior written consent of the Escrow Parties (including Escrow Agent). The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the party against whom such waiver is intended to be effective (which, in the case of an Escrow Party, shall be an Authorized Representative of such Escrow Party). No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein will constitute a subsequent waiver of such provision or of any other provision herein, nor will it constitute the waiver of any performance other than the actual performance specifically waived. The rights and remedies of the Escrow Parties (including Escrow Agent) hereunder are cumulative and not alternative. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then such provision will be enforced to the maximum extent possible given the intent of the Escrow Parties hereto. If such clause or provision cannot be so enforced, then such provision will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the foregoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party hereto is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction will be binding, then the Escrow Parties agree to substitute such provision(s) through good faith negotiations. Notwithstanding the foregoing, between the Escrow Parties, this Agreement and the documents referred to herein, together with the Purchase Agreement and the documents referred to therein (including all Exhibits and Schedules), constitute the entire agreement among the Escrow Parties with respect to the subject matter hereof and in the event of any ambiguity, conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement, as applicable, will govern and control. The responsibilities and the rights of the Escrow Agent in connection with the matters addressed herein shall be governed exclusively by this Agreement. Escrow Agent is not liable to any other party to this

Agreement for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, earthquakes, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. The Escrow Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Escrow Party to Escrow Agent will comply with applicable Laws and regulations. Except as expressly provided in Section 9 above, nothing in this Agreement, whether express or implied, will be construed to give to any person or entity other than Escrow Agent and the Escrow Parties any legal or equitable right, remedy, interest or claim under or in respect of the Escrow Funds or this Agreement.

13. **Governing Law and Venue.**

(a) Notwithstanding anything to the contrary in Section 13(b) hereof, disputes or legal proceedings solely between the Escrow Parties that concern this Agreement (including governing law and venue) will be determined in accordance with and subject to Section 10.8 of the Purchase Agreement.

(b) This Agreement, and all claims relating to or arising therefrom, will be governed by and construed under the laws of the State of California applicable to a contract made and performed in that state, without regard to choice of law or conflict of law principles that would require the application of the laws of any other jurisdiction. All actions or proceedings arising in connection with this Agreement shall be initiated and tried exclusively in the State or Federal courts located in the State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than the State of California. Each Escrow Party and the Escrow Agent agrees that process may be served upon them in any manner authorized by the laws of the State of California and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by applicable Law.

14. **Use of Bank of America Name.** No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material, which mentions “Bank of America” by name or the rights, powers, or duties of Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party’s behalf, without the prior written consent of Escrow Agent.

15. **Publication; Disclosure.** By executing this Agreement, the Escrow Parties and Escrow Agent acknowledge that this Agreement (including all related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Agreement and related information to individuals or entities not a party to this Agreement, provided, however, that nothing herein shall prevent Buyer from making any disclosures to the extent required by applicable Law or the rules or regulations of the Toronto Stock Exchange or any other applicable securities exchange. The Escrow Parties further agree to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Agreement and information contained

therein. If any Escrow Party becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Agreement, that Escrow Party shall promptly notify in writing the other Escrow Parties and Escrow Agent. This Agreement may be executed in counterparts, each of which, including those received via facsimile transmission or email (including in PDF format) shall be deemed an original, and all of which shall constitute one and the same Agreement.

16. **No Plan Assets.** All parties hereto aside from Escrow Agent represent and warrant only as to themselves at the date of this Agreement and at all times until the termination of this Agreement that they are not and are not acting on behalf of (i) an “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a “plan” within the meaning of Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the “Code”), to which Section 4975 of the Code applies, (iii) an entity whose underlying assets include “plan assets” subject to Title I of ERISA or Section 4974 of the Code by reason of Section 3(42) of ERISA, U.S. Department of Labor Regulation 29 CFR Section 25 10.3-101 or otherwise, or (IV) a “governmental plan” (as defined in ERISA or the Code) or another type of plan (or an entity whose assets are considered to include the assets of any such governmental or other plan) that is subject to any law, rule or restriction that is substantively similar or of similar effect to Section 406 of ERISA or Section 4975 of the Code. Each party hereto aside from Escrow Agent will provide written notice to Escrow Agent if it is aware that it is in breach of this representation and warranty or is aware that with the passing of time, giving of notice or expiring of any applicable grace period it will be in breach of this representation and warranty.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Escrow Parties and Escrow Agent have executed this Agreement as of the date first written above by their respective officers thereunto duly authorized.

[name redacted]  
as Member Representative

HIGH LINER FOODS (USA),  
INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**Adjustment Notice**

[Date]

[name and address redacted]

**DISBURSEMENT REQUEST**

Ladies and Gentlemen:

We refer you to that certain Escrow Agreement (the “*Agreement*”), dated as of [•], 2017 among [BUYER], [name redacted], as the Member Representative, and Bank of America, National Association, as Escrow Agent. Capitalized terms used but not defined in this letter shall have the meanings given them in the Agreement. We inform you that the Net Adjustment Amount has been finally determined pursuant to Sections 2.1 and 2.2 of the Purchase Agreement.

Pursuant to the provisions of the Agreement, you are hereby directed to disburse funds held in the Working Capital Escrow Account as follows:

(i) *[the amount to be disbursed],*

(ii) *[the date of disbursement],*

(iii) *[the recipient of the disbursement],*

(iv) *[wiring instructions, and]*

(v) *[if any other disbursement is to be made, the amount of disbursement, the date of disbursement, the recipient of disbursement and wiring instructions with respect to such other disbursement.]*

Very truly yours,

**MEMBER REPRESENTATIVE**

**[BUYER]**

By:

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A-1**

**Certificate as to Buyer's Authorized Signatures**

**Certificate of Authorized Representatives – [BUYER]**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

**[BUYER]:**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

**Schedule A-3**

**Certificate as to the Member Representative's Authorized Signatures**

**Certificate of Authorized Representatives – Member Representative**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

\_\_\_\_\_  
**[name redacted],  
as the Member Representative**

Date: \_\_\_\_\_

**Schedule 2**

**ESCROW AGENT FEE SCHEDULE**

Set-Up Fee:	<b>\$ WAIVED</b>
Tax Reporting Set-up Fee:	<b>\$ WAIVED</b>
Annual Administration Fee:	<b>\$ WAIVED</b>
Wire or Check Disbursement Fee	<b>\$ Six (6) disbursements via wire transfer are included in the Annual Administration Fee. \$150 per disbursement will be assessed for any additional disbursements.</b>

All out-of-pocket expenses will be billed at Escrow Agent's cost. Out-of-pocket expenses include, but are not limited to, professional services (e.g. legal or accounting), travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), and copying charges.

**SCHEDULE I**  
**ESCROW ACCOUNT INVESTMENT INFORMATION**

*INFORMATION AND DISCLOSURES REGARDING INVESTMENT IN A BANK OF AMERICA, N.A.  
INTEREST BEARING DEPOSIT ACCOUNT*

**Interest Bearing Deposit Account:  
U.S and non U.S. Corporate and Institutional Investor Use Only**

TERMS AND CONDITIONS - The Interest Bearing Deposit Account (“IBDA”) is a demand deposit account held at Bank of America, N.A. To deposit funds in IBDA you must establish and maintain an account with Bank of America, N.A. (the “Bank”) pursuant to the terms of a written account agreement, including the Escrow Agreement (the “Relationship Terms”). Your funds may only be placed on deposit in or withdrawn from IBDA by Escrow Agent acting on your behalf under the Relationship Terms and under the terms and conditions set forth herein. You will receive a statement from Escrow Agent reflecting any balances held in IBDA at Bank and such balances, and any deposits to or withdrawals from IBDA on your behalf, will not be reflected on any other statement you receive from Bank.

An IBDA is a type of demand deposit account as described in the Bank Deposit Agreement and Disclosures, and may be reflected on your account statement as Interest Bearing Deposit Account.

Past performance is no guarantee of future results. Funds deposited in IBDA are insured to the maximum extent permitted by law and regulation by the Federal Deposit Insurance Corporation. IBDA has a normal cutoff time of 4:00PM (central time) and any cash received after that time will not be invested until the next business day.

	<b>Bank of America, N.A. Interest Bearing Deposit Account (IBDA)</b>	<b>9998SF607</b>
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ATTACHMENT I

MEMBER INFORMATION

<u>Name</u>	<u>% Interest</u>
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**Exhibit C**

**Assignment of Purchased Interests**

**ASSIGNMENT OF LIMITED LIABILITY COMPANY INTERESTS**

This ASSIGNMENT OF LIMITED LIABILITY COMPANY INTERESTS (this “Assignment”) is made as of \_\_\_\_, 2017, by and among the Assignors identified on the signature pages hereto (each, an “Assignor”, and collectively, the “Assignors”) and High Liner Foods (USA) Incorporated, a Delaware corporation (the “Assignee”).

**WITNESSETH:**

WHEREAS, the Assignors collectively own one-hundred percent (100%) of the limited liability company interests in Rubicon Resources, LLC, a Delaware limited liability company (the “Company”, and such limited liability company interests, the “Company Interests”);

WHEREAS, the percentage of Company Interests owned by each Assignor is as set forth on Exhibit A attached hereto;

WHEREAS, the Company was formed pursuant to (i) a Limited Liability Company Agreement dated as of July 14, 1999 (as amended through the date hereof and as may be amended and restated from time to time, the “Operating Agreement”) and (ii) a Certificate of Formation filed with the Delaware Secretary of State on July 13, 1999; and

WHEREAS, Assignors, Assignee and certain other parties are parties to that certain Membership Interest Purchase Agreement, dated as of May 10, 2017 (as may be amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, pursuant to, and subject to, the Purchase Agreement, Assignors have agreed to contribute, assign and convey to Assignee all of their respective right, title and interest in and to the Company Interests, representing a contribution, assignment and conveyance of one hundred percent (100%) of the Company Interests; and

WHEREAS, Assignors now desire to assign and transfer all of their respective right, title and interest in the Company Interests to Assignee and Assignee now desires to accept such transfer and assignment of the Company Interests in accordance with the Purchase Agreement and the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound hereby, agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. Definitions. Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Purchase Agreement.
3. Assignment. Subject to the terms and provisions of the Purchase Agreement, Assignors hereby unconditionally and irrevocably contribute, grant, transfer, assign, convey, and

deliver to Assignee, its successors and assigns forever, all of their right, title and interest in, to and under the Company Interests, effective as of the date hereof, with all of the rights, powers, privileges and interests of Assignors arising out of or pursuant to the Operating Agreement and applicable law.

4. Admission. Notwithstanding any provision in the Operating Agreement to the contrary, Assignee is hereby admitted to the Company as the substitute member, succeeds to each Assignor's interest as the substitute member and agrees to be bound by the Operating Agreement as a member of the Company.

5. Resignation. Notwithstanding any provision in the Operating Agreement to the contrary, each Assignor hereby resigns from the Company as a member of the Company, and shall thereupon cease to be a member of the Company and to have or exercise any right or power as a member of the Company.

6. Continuation of the Company. Assignors and Assignee agree that the assignment of the Company Interests, the admission of Assignee as the substitute member of the Company and the resignation of each Assignor as a member of the Company shall not dissolve the Company and that the business of the Company shall continue without dissolution.

7. Counterparts; Electronic Signatures. This Assignment may be executed in multiple counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same Assignment. Signatures to this Assignment transmitted by electronic means shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Assignment with its actual signature to the other parties, but a failure to do so shall not affect the enforceability of this Assignment.

8. Successors and Assigns. All the terms of this Assignment, whether so expressed or not, shall be binding upon the respective successors and assigns of the parties hereto and their respective successors and assigns.

9. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of such state.

10. Incorporation of Purchase Agreement. This Assignment is subject to the provisions of the Purchase Agreement.

*[Signature Pages Follow]*

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

**ASSIGNORS:**

\_\_\_\_\_  
Brian J. Wynn [name of holding entity  
redacted]

P&M HOLDING CO., LTD.

By: \_\_\_\_\_  
Name:  
Title:

WALES & CO. UNIVERSE LIMITED

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

HIGH LINER FOODS (USA)  
INCORPORATED

By: \_\_\_\_\_

Name:

Title:

**Exhibit A**

**Purchased Interests**

**Member**

[name redacted]

[name redacted]

[name redacted]

**Company Interest**

[percentage redacted]

[percentage redacted]

[percentage redacted]

Total 100%

**Exhibit D**

**Supply Agreements**

**[Supply Agreement Redacted]**

**Exhibit E**

**Wynn Employment Agreement**

**[Employment agreement Redacted]**

**Exhibit F**  
**Standstill Agreement**

**STANDSTILL AND ROFR AGREEMENT**

THIS AGREEMENT made the ● day of ●, 2017.

BETWEEN:

**HIGH LINER FOODS INCORPORATED,**  
a Company amalgamated under the laws of  
Nova Scotia,

(hereinafter referred to as the "**Company**"),

- and -

●,

(hereinafter referred to as the "**Shareholder**").

WHEREAS as partial consideration for the sale of Rubicon Resources, LLC, a Delaware limited liability company, to the Company, the Shareholder has received ● Common Shares in the capital of the Company (collectively, the "**Consideration Shares**") representing ●% of the issued and outstanding common shares of the Company and has agreed to enter into this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

**ARTICLE 1**  
**INTERPRETATION**

**1.1**           **Definitions**

In this Agreement:

"**Affiliate**" of a specified person is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified person.

"**Anti-Dilution Offer Notice**" has the meaning set out in Section 3.1(a).

"**Anti-Dilution Securities**" has the meaning set out in Section 3.1(a).

"**Associates**" has the meaning set out in the *Securities Act* (Nova Scotia).

"**Board**" means the Board of Directors of the Company.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.

"**Common Shares**" means common shares of the Company.

"**Company Sale Period**" has the meaning set out in Section 2.2.

**"control", "controlling", "controlled by" and "under common control with"** means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

**"Dilutive Securities"** has the meaning set out in Section 3.1(a).

**"Exempt Common Share Transaction"** has the meaning set out in Section 3.1(e).

**"Exempt Transfer"** has the meaning set out in Section 2.1.

**"Extraordinary Transaction"** means any of the following involving the Company or any of its Subsidiaries or its or their securities or a material amount of the assets or businesses of the Company or any of its Subsidiaries: any take-over bid, amalgamation, plan of arrangement, acquisition, business combination, reorganization, restructuring, recapitalization, lease, license, sale or acquisition of material assets, appointment of receiver, liquidation or dissolution or any other similar transaction.

**"Financing"** has the meaning set out in Section 3.1(a).

**"person"** includes individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities.

**"Representatives"** means, in respect of any person, such person's Affiliates, Associates and Subsidiaries, its and their respective directors, officers, employees and agents, and the directors, officers and employees of any such agents.

**"ROFR Notice"** has the meaning set out in Section 2.2.

**["Shareholder Employment Agreement"** means the employment, consulting or similar such agreement between the Shareholder and the Company or any Affiliate of the Company.]<sup>1</sup>

**"Shareholder Sale Period"** has the meaning set out in Section 2.2.

**["Shareholder Supply Agreement"** means the supply agreement between [the Shareholder][PTN Group, an affiliate of the Shareholder] and the Company or any Affiliate of the Company.]<sup>2</sup>

**"Standstill Period"** means the period beginning on the date hereof and ending on the third anniversary of the date hereof.

**"Subsidiaries"** means, in respect of a person, each corporation, limited liability corporation, partnership, association, joint venture or other business entity of which such person or any of its Affiliates owns, directly or indirectly, more than 50% of the shares or other equity interest entitled to vote on the election of the members of the board of directors or similar governing body.

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<sup>1</sup> Note to Draft: Applicable only to agreement with Wynn.

<sup>2</sup> Note to Draft: Applicable only to agreement with Thai Members.

## 1.2 Headings

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

## 1.3 Extended Meanings

In this Agreement words importing the singular number only include the plural and vice versa and words importing any gender include all genders. The term "including" means "including without limiting the generality of the foregoing". The term "acting jointly or in concert" has the meaning given to such term in the *Securities Act* (Nova Scotia).

## 1.4 Statutory References

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

# **ARTICLE 2** **COVENANTS**

## 2.1 Standstill

During the Standstill Period, none of the Shareholder, nor its Representatives will, either directly or indirectly or jointly or in concert with any other person, without the prior written consent of the Company in the Company's sole discretion:

(a) transfer, sell, assign or convey, directly or indirectly (including by way of any right, option or derivative transaction), any Consideration Shares, or any interest therein, to any person; provided, however, that the foregoing restriction will not apply to a transfer, sale, assignment or conveyance of Consideration Shares, or any interest therein: (i) to any member of the immediate family of the Shareholder or to any trust or partnership for the direct or indirect benefit of the Shareholder or the immediate family of the Shareholder (including by will or intestate succession); (ii) to any Affiliates of the Shareholder of any person described in clause (i); (iii) pursuant to a bona fide third-party take-over bid, merger, consolidation or other similar transaction made to all holders of Common Shares involving a change of control of the Company; (iv) to the underwriters or agents (or any purchaser of securities therefrom) under a prospectus as part of any public offering of the Company; (v) by way of pledge or security interest to a commercial lender as required under the terms of a bona fide loan; or (vi) following a creditor of the Company appointing a monitor in respect of the Company, or if the Company makes an assignment for the benefit of its creditors, seeks relief under any bankruptcy law or similar law for the protection of debtors, takes any proceeding with respect to any compromise or arrangement with its creditors, allows a petition of bankruptcy to be filed against it or a receiver or trustee to be appointed in respect of all or substantially all its assets that is not removed within thirty days, or commences any other proceeding with respect to itself or its property under the provisions of any law contemplating reorganizations, proposals, rectifications, compromises or liquidations, in any jurisdiction whatsoever including, without limitation, pursuant to the Companies' Creditors Arrangement Act (Canada) or the Winding-up and Restructuring Act (Canada) (each of the foregoing, an "**Exempt Transfer**"); provided,

further, that in any such case it shall be a condition to the transfer pursuant to clauses (i), (ii) and (iv) above, that the transferee executes an agreement stating that the transferee is receiving and holding the Consideration Shares and there shall be no further transfer of such Consideration Shares except in accordance with this Agreement.

(b) separately or in conjunction with any other person in which it is, or proposes to be, either a principal, partner or financing source or is acting or proposes to act as broker or agent for compensation, publicly announce or submit, including to the Board a proposal (with or without conditions) for, or offer of, any Extraordinary Transaction;

(c) form, join or participate in any group of persons formed for the purpose of acquiring, holding, voting or disposing of any security of the Company, including any Common Shares (or any securities convertible into, exchangeable for or otherwise exercisable to acquire Common Shares), or any interest therein; or

(d) direct, instruct, assist or encourage any of its Representatives to take any such action.

[In the event that the Shareholder Supply Agreement is terminated by the Company or its Affiliates for any reason other than pursuant to Section 10.1(iii) of the Supply Agreement, this Section 2.1 shall terminate automatically with respect to the Shareholder, and the Consideration Shares beneficially owned by the Shareholder shall no longer be subject to the terms and conditions of this Section 2.1 and shall be released from the restrictions and obligations contained herein without any further action by any person.]<sup>3</sup>

## **2.2 Right of First Refusal**

Following the expiration of the Standstill Period, none of the Shareholder, nor its Representatives will, either directly or indirectly or jointly or in concert with any other person, without the prior written consent of the Company in the Company's sole discretion, transfer, sell, assign or convey, directly or indirectly, any Consideration Shares, or any interest therein to any person unless they have first complied with subsections (a) and (b) of this Section 2.2; provided that the foregoing restriction will not apply to any Exempt Transfer.

(a) In the event that the Shareholder desires to sell any Consideration Shares in a single transaction that is in a number in excess of the trailing 30-day average daily trading volume of the Common Shares on the TSX, other than a sale in connection with any Exempt Transfer, then the Shareholder will, prior to consummating such sale, give prior written notice to the Company of such intent, the completion date for such sale, which date must be at least [number redacted] Business Days after the date of delivery of such notice (the "**ROFR Sale Completion Deadline**") and specify the aggregate number of Consideration Shares which the Shareholder is proposing to sell and the price per security at which such Consideration Shares are proposed by the Shareholder to be sold (the "**ROFR Notice**"). For a period (the "**Company Sale Period**") of [number redacted] Business Days commencing on the Business Day immediately following receipt by the Company of the ROFR Notice (the "**ROFR Response Deadline**"), the Company will have the right, but not the obligation, to (1) purchase or (2) arrange for a third party to purchase, all, but not less than all, of the Consideration Shares covered by the ROFR Notice at a price equal to (i) the average trading price on the TSX on the most-recently completed trading day immediately prior to the date on which the ROFR Notice is delivered to the Company, or (ii) as otherwise mutually agreed between the Shareholder and the Company or third party, as the case may be. If the Company or third party desires to purchase all, but not less than all, of the Consideration Shares covered by the ROFR Notice, the Company or third party shall provide written confirmation to the Shareholder

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<sup>3</sup> Note to Draft: Applicable only to agreement with Thai Members.

prior to 5:00 p.m. (Nova Scotia time) on the ROFR Response Deadline, which written confirmation shall state, among other things, that the purchase of such Consideration Shares by the Company or third party: (i) is exempt from the issuer bid requirements or take-over bid requirements, as the case may be, of applicable Canadian securities laws and the rules of the TSX; (ii) is not prohibited under applicable law, including the Companies Act (Nova Scotia), or any agreement, contract or instrument to which Buyer is bound; (iii) has been authorized by the board of directors of the Company in the case of a purchase by the Company; and (iv) does not require any third party approvals or consents, including any approval of the TSX. If: (x) the Company does not provide written confirmation to the Shareholder prior to 5:00 p.m. (Nova Scotia time) on the ROFR Response Deadline; or (y) the sale of the applicable Consideration Shares does not occur on or before 5:00 p.m. (Nova Scotia time) on the ROFR Sale Completion Deadline, the Shareholder may thereafter, for a period (the "**Shareholder Sale Period**") of [number redacted] Business Days commencing on the Business Day immediately after the last Business Day of the Company Sale Period sell any of the Consideration Shares covered by the ROFR Notice to any person at a price per share that is not less than the price per share set forth in the ROFR Notice. Within [number redacted] Business Days of the end of any Shareholder Sale Period, the Shareholder will deliver to the Company a certificate setting out the number of Consideration Shares sold during such period and the price per share at which such Consideration Shares were sold.

(b) Any proposed sale of any Consideration Shares by the Shareholder not consummated within the time periods set forth in this Section 2.2 will again be subject to this Section 2.2 and will require compliance by the Shareholder with the procedures described in this Section 2.2. The exercise or non-exercise of the rights of the Company under this Section 2.2 with respect to any proposed transfer of Consideration Shares will not adversely affect its rights with respect to subsequent sales by the Shareholder under this Section 2.2.

(c) Notwithstanding anything to the contrary provided in this Section 2.2, the right of first refusal provided for in this Section 2.2 shall not apply in respect of the transfer, sale, assignment or conveyance of Consideration Shares (i) in accordance with Section 6.18 of the Purchase Agreement; or (ii) that is an Exempt Transfer.

### **ARTICLE 3** **ANTI-DILUTION RIGHTS**

#### **3.1**

(a) If, at any time during the Standstill Period, the Company proposes, to issue any Common Shares or other securities convertible into or exchangeable for Common Shares pursuant to a private placement (a "**Financing**") (other than an issuance of securities pursuant to an Exempt Common Share Transaction) ("**Dilutive Securities**"), the Company will give prior written notice (an "**Anti-Dilution Offer Notice**") to the Shareholder of the Company's intention to issue Common Shares and the number, price and payment terms of all Dilutive Securities to be issued pursuant to such Financing, which price and payment terms shall be no less favourable to the Shareholder than to any other purchaser, potential purchaser or other third party with respect to such Dilutive Securities. The Shareholder will, subject to receipt by the Company of all necessary regulatory, including any stock exchange approval and shareholder approvals, have the right, but not the obligation, exercisable in accordance with provisions set forth herein, to purchase a number of Dilutive Securities (the "**Anti-Dilution Securities**") so offered *pro rata* based upon the percentage of outstanding Common Shares that the Shareholder owned immediately before receipt by the Shareholder of such Anti-Dilution Offer Notice.

(b) If, at any time during the Standstill Period,, the Company proposes to issue any Dilutive Securities pursuant to a public offering, the Company will use its commercially reasonable efforts (after taking into account the views of any underwriter or agent involved in such financing) to allow the Shareholder to purchase a number of Dilutive Securities so offered *pro rata* based upon the percentage of outstanding Common Shares that the Shareholder owned immediately before the date on which the Company first publicly discloses its intention to proceed with such financing, provided that the Company shall be under no obligation to file any prospectus or other offering document in the jurisdiction of the Shareholder. The price and payment terms offered to the Shareholder contemplated by this subsection 3.1(b) shall be no less favourable to the Shareholder than to any other purchaser, potential purchaser or other third party with respect to such Dilutive Securities.

(c) Upon its receipt of an Anti-Dilution Offer Notice, the Shareholder will have the right, exercisable as soon as reasonably practical thereafter, and in any event, not later than [number redacted] Business Days after receipt of the Anti-Dilution Offer Notice, to notify the Company in writing of its intention to purchase all or a portion of the Anti-Dilution Securities described in, and upon the terms and conditions set forth in, the Anti-Dilution Offer Notice and to complete a purchase of the Anti- Dilution Securities not later than the later of (i) [number redacted] Business Days after receipt of the Anti-Dilution Offer Notice, (ii) the date on which the Financing that gave rise to the Anti-Dilution Offer Notice is completed and (iii) the earlier of (A) the date on which any required stock exchange approvals or shareholder approvals are obtained, and (B) the date on which any such approval is refused or not obtained at a shareholders meeting, as applicable. Notwithstanding the foregoing, if any required stock exchange or shareholder approval is not obtained for the issuance of any Anti-Dilution Securities, the Company will not be obligated to issue any Anti-Dilution Securities to the Shareholder under this Agreement. The Company will use commercially reasonable efforts to obtain any such stock exchange approval or shareholder approval (provided that the Company shall not be required to call or hold a shareholder meeting for the specific purpose of approving the issuance of the Anti-Dilution Securities but shall seek approval for the issuance of the Anti-Dilution Securities at any shareholder meeting or pursuant to any written shareholder consent called or sought in connection with the related Financing) and promptly give notice to the Shareholder once it has obtained any such stock exchange approval or shareholder approval.

(d) The rights of the Shareholder under this Section 3.1 will terminate on the date on which the Shareholder ceases to own Common Shares representing less than ●% of the outstanding Common Shares.

(e) The Shareholder's right to purchase Anti-Dilution Securities under this Section 3.1 will not apply to any issuance of any Common Shares pursuant to the issuance of:

- (i) the award or exercise of any equity incentive securities or equity compensation securities in favour of directors, officers, employees or service providers of the Company or any of its Affiliates pursuant to any *bona fide* equity incentive plan adopted by the Company;
- (ii) Common Shares issued on the exercise of any convertible securities of the Company that are outstanding as of the date hereof or issued pursuant to items (i) or (iii) of this Section 3.1(d);
- (iii) Common Shares issued for non-cash consideration in conjunction with an asset purchase; and
- (iv) Common Shares issued to all holders of Common Shares on a *pro rata* basis,

(each, an "Exempt Common Share Transaction").

#### **ARTICLE 4** **SUSPENSION**

##### **4.1**            **Suspension**

In the event that a person other than the Shareholder or its Representatives or any person acting jointly or in concert with the Shareholder or its Representatives publicly announces or submits to the Board a proposal with or without conditions for, or an offer with respect to, any Extraordinary Transaction, (collectively, a "**Proposal**"), then as of such date (the "**Suspension Date**") the provisions of this Agreement, and the rights and obligations of the Parties hereunder, shall be suspended until the Proposal is either withdrawn or terminates in accordance with its terms as a result of conditions to the Proposal not being satisfied (the "**Reinstatement Date**"). Any actions or occurrences during the period (the "**Suspension Period**") between the Suspension Date and the Reinstatement Date shall not constitute a violation of any Party's obligations under this Agreement nor create any rights for any Party under this Agreement. At the Reinstatement Date, all rights and obligations of the Parties under this Agreement shall be reinstated and continue thereafter in full force and effect throughout the balance of the Standstill Period.

#### **ARTICLE 5** **GENERAL**

##### **5.1**            **Termination**

(a) This Agreement shall terminate automatically with respect to the Shareholder at such time as the Shareholder no longer owns any Consideration Shares.

(b) [In the event (i) the Shareholder is terminated by the Company for any reason other than Cause (as defined in the Shareholder Employment Agreement); (ii) the Shareholder terminates the Shareholder Employment Agreement for Good Reason (as defined in the Shareholder Employment Agreement); or (iii) of the death or disability of the Shareholder (each, a "**Shareholder Employment Termination Event**"), this Agreement shall terminate automatically with respect to the Shareholder, and the Consideration Shares beneficially owned by the Shareholder shall no longer be subject to the terms and conditions of this Agreement and shall be released from the restrictions and obligations contained herein, including Article 2, without any further action by any person.]<sup>4</sup>

##### **5.2**            **Time of the Essence**

Time is of the essence of this Agreement.

##### **5.3**            **Benefit of Agreement**

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

##### **5.4**            **Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations,

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<sup>4</sup> Note to Draft: Applicable only to Brian Wynn's agreement.

warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

### **5.5 Public Announcements**

No public announcement or statement, including any press release, concerning this Agreement or any term hereof, except as required by applicable law or the rules of any stock exchange or with the prior written consent of the other parties, which will not be unreasonably withheld.

### **5.6 Notices**

All notices and other communications required or permitted hereunder will be effective upon receipt by email to all persons whose email addresses are set forth below, with a copy also sent by express overnight delivery service, to the party to be notified, at the respective addresses set forth below, or at such other address which may hereinafter be designated in writing:

[name and address redacted]

If to the Shareholder:

●

Attention: ●

Email: ●

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

### **5.7 Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is affected in any manner materially adverse to either of the parties.

### **5.8 Remedies Cumulative**

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

### **5.9 Specific Performance**

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this agreement were not performed in accordance with its specific intent or were otherwise breached. It is accordingly agreed that the parties will be entitled to an injunction or injunctions, without bond, to prevent or cure breaches of the provisions of this agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other

remedy to which they may be entitled by law or equity, and any party sued for breach of this agreement expressly waives any defense that a remedy in damages would be adequate.

**5.10 Governing Law**

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

**5.11 Amendments and Waivers**

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

**5.12 Counterparts**

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

**5.13 Electronic Execution**

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

**5.14 Assignment**

Except as contemplated in an Exempt Transaction, this Agreement may not be assigned by any of the parties without the written consent of other party.

**[remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the parties have executed this Agreement.

**HIGH LINER FOODS INCORPORATED**

by \_\_\_\_\_  
Name:  
Title:



by \_\_\_\_\_  
Name:  
Title: