

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of June 6, 2025, by and between ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company ("Seller"), High Liner Foods (USA), Incorporated, a Delaware corporation ("Buyer") and, solely for purposes of Section 3.4 and Article XI herein, High Liner Foods Incorporated, a corporation existing under the laws of the province of Nova Scotia ("Buyer Guarantor").

RECITALS:

This Agreement is made with reference to the following facts and objectives:

(a) Seller and certain of its Affiliates are engaged in the Business.

(b) Seller desires to sell certain assets and assign certain liabilities relating to the Business to Buyer, and Buyer desires to purchase such assets and to assume such liabilities from Seller, in each case, all on the terms and subject to the conditions contained herein.

AGREEMENT:

In consideration of the foregoing recitals and in further consideration of the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 **Defined Terms.** For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

"ABL Agent" has the meaning set forth in Section 8.20.

"ABL Facility" has the meaning set forth in Section 8.20.

"Acquisition Transaction" has the meaning set forth in Section 8.17.

"Action" means any action, suit, claims, actions, complaints, suits, charges, demands, litigation, investigation, inquiries, enforcement actions, audits or proceedings brought by any third party or by or before any arbitrator or Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly (including through one or more intermediaries) controls, is controlled by, or is under common control with such first Person. For purposes of this definition, "control" means the possession, directly or indirectly (including through one or more intermediaries), of the power to direct the management, policies, business or affairs of a Person, whether through ownership of equity interests, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Allocation Methodology" has the meaning set forth in Section 3.3.

"Applicable Law" means any federal, state, local, provincial or foreign statute, law, ordinance, regulation, rule, executive order, code, order, injunction, ruling, determination, decision, or verdict,

whether temporary or permanent, or similar requirement of law that has been enacted, adopted, promulgated, issued, entered, made, rendered or otherwise enforced by a Governmental Authority and that is in effect on the date hereof.

“Assigned Contracts” has the meaning set forth in Section 2.1(d).

“Assigned Permits” has the meaning set forth in Section 2.1(e).

“Assignment and Assumption Agreement” has the meaning set forth in Section 4.2(a).

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Base Amount” has the meaning set forth in Section 3.1.

“Business” means the production, manufacture, packaging, marketing, distribution and sale of the Business Products by Seller or any of its Affiliates as of the date of this Agreement.

“Business Day” means any day, other than a Saturday, a Sunday or another day on which all banks in New York, New York, Toronto, Ontario or Halifax, Nova Scotia are authorized or required by Applicable Law to close.

“Business Products” means all of the frozen seafood products produced, manufactured, packaged, marketed, distributed and sold by Seller or its Affiliates, or produced, manufactured, packaged, marketed, distributed or sold on behalf of Seller or its Affiliates by third parties, as of the Closing Date under the “Van de Kamp’s” and “Mrs. Paul’s” brands, including, without limitation, “Shark Bite” frozen seafood products and brand and “shark-shaped” frozen seafood products currently produced, manufactured, packaged, marketed, distributed and sold by Seller and its Affiliates as of the Closing Date, each as further described in the License Agreement, and any frozen seafood products under the “Van de Kamp’s” and “Mrs. Paul’s” brands, including “Shark Bite” frozen seafood products and brand and “shark-shaped” frozen seafood products, under development by or on behalf of Seller or its Affiliates as of the date of this Agreement as set forth on Section 1.1 of the Disclosure Schedule, and, in each case, shall, where the context so requires, include all marks, logos, translations and transliterations whether registered, pending registration or common law, which are variants of the “Van de Kamp’s”, “Mrs. Paul’s” and “Shark Bite” brands or associated with any “shark-shaped” frozen seafood products currently produced, manufactured, packaged, marketed, distributed and sold by Seller or its Affiliates as of the Closing Date.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Employee” has the meaning set forth in Section 8.19(c).

“Buyer Fundamental Representations” means the representations and warranties contained in Section 7.1 (Existence and Power), Section 7.2 (Authorization), and Section 7.7 (Finders’ Fees).

“Buyer Guarantor” has the meaning set forth in the Preamble.

“Buyer Indemnified Parties” has the meaning set forth in Section 11.2(a).

“Cap” has the meaning set forth in Section 11.5(b).

“Closing” has the meaning set forth in Section 4.1.

“Closing Date” has the meaning set forth in Section 4.1.

“Closing Inventory Amount” means the value of the Inventory as of the Effective Time, as determined and calculated in accordance with the Inventory Principles.

“Closing Payment” has the meaning set forth in Section 3.2.

“Closing Statement” has the meaning set forth in Section 5.1(a).

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Contract” means any contract, agreement, purchase order, warranty, guaranty, license, use agreement, lease (whether for real estate, a capital or financing lease, an operating lease or otherwise), mortgage, deed, note, commitment, or other similar obligation or instrument, in each case, that creates a legally binding obligation under Applicable Law, and in each case, whether oral or written.

“Copyright” has the meaning set forth within the definition of “Intellectual Property”.

“Damages” has the meaning set forth in Section 11.2(a).

“Disclosure Schedule” or “Schedule” has the meaning set forth in the introductory language to Article VI.

“Dispute Notice” has the meaning set forth in Section 5.1(b).

“Disputed Item” has the meaning set forth in Section 5.1(b).

“Dollars” and “\$” has the meaning set forth in Section 1.2.

“Effective Time” has the meaning set forth in Section 4.1.

“Enforceability Exceptions” has the meaning set forth in Section 6.2.

“Environmental Laws” means any Applicable Laws and any government order or binding agreement with any Government Authority relating to pollution (or the cleanup thereof), protection of the environment, or any management, manufacture, use, containment, storage, reclamation, reuse, treatment, generation, transportation, processing, production, remediation, spill, release, discharge, disposal or recycling of, or exposure to, any Hazardous Substances.

“Estimated Inventory Amount” has the meaning set forth in Section 3.2.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Existing Claims” means the matters described on Exhibit C.

“Expert” means an independent internationally recognized accounting firm mutually acceptable to Seller and Buyer.

“FCPA” has the meaning set forth in Section 6.11(b).

“FDA” has the meaning set forth within the definition of “Food Laws”.

“FDCA” has the meaning set forth within the definition of “Food Laws”.

“Financial Statements” has the meaning set forth in Section 6.5.

“Finished Goods Inventory” has the meaning set forth in Section 2.1(a).

“Food Laws” means all Applicable Laws applicable to food, food additives or food ingredients or processing agents, and related operations and manufacturing, including without limitation the Federal Food, Drug, and Cosmetic Act (the “FDCA”), the Bioterrorism Act of 2002, the Fair Packaging and Labeling Act of 1966, the FDA Amendments Act of 2007 and the Food Safety Modernization Act of 2011, any other Applicable Laws related to food or food production which are enforced by or promulgated by a Governmental Authority, including without limitation the U.S. Food and Drug Administration (“FDA”) or the U.S. Department of Agriculture (“USDA”), all applicable current “Good Manufacturing Practice” requirements, including those set forth in 21 C.F.R. for food products (collectively, “Good Manufacturing Practices”); as well as state and local laws related to food and food production, and all regulations and guidance promulgated thereunder, including those governing the manufacture, processing, packaging, transport, storage, labeling and advertising of food products, all as may be amended from time to time.

“Fraud” means, in respect of any Person, an actual and intentional fraud in the making of any representation or warranty in this Agreement or in any certificate delivered hereto with intent to deceive another Person or to induce that Person to enter into this Agreement and requires (i) a false representation of material fact, (ii) actual knowledge that such representation is false, (iii) an intention to induce the Person to whom such representation is made to act or refrain from acting in reliance upon it and (iv) causing that Person, in justifiable reliance upon such false representation, to take or refrain from taking action. For the avoidance of doubt, the term “Fraud” as used in this Agreement shall exclude any theory of constructive fraud, equitable fraud, negligent or reckless misrepresentation.

“GAAP” means United States generally accepted accounting principles as in effect from time to time.

“Good Manufacturing Practices” has the meaning set forth within the definition of “Food Laws”.

“Governmental Authority” means any federal, state, local, provincial or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any governmental, quasi-governmental, self-regulated organization, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“GRAS” has the meaning set forth in Section 6.19(a).

“Hazardous Substances” means any substance, waste or material defined or regulated as a pollutant or contaminant or as hazardous, toxic, dangerous, deleterious or words of similar meaning or regulatory effect under any Environmental Law, and includes, without limitation, crude oil or any fraction thereof, petroleum, petroleum based products or byproducts, medical or infectious waste, asbestos, asbestos-containing materials, heavy metals, chlorinated solvents, urea formaldehyde foam insulation, polychlorinated biphenyls, mold, mycotoxins, radon and per- or polyfluoroalkyl substances.

“Indemnified Party” has the meaning set forth in Section 11.3(a).

“Indemnifying Party” has the meaning set forth in Section 11.3(a).

“Insurance Policies” has the meaning set forth in Section 6.21.

“Intellectual Property” means all of the following, as they exist in any jurisdiction and under any international treaties or convention: (i) trade secrets and other information that derives economic value from not being generally known and confidential or proprietary information (including inventions (whether patentable or unpatentable and whether or not reduced to practice), ideas, research and development, formulas, specifications, recipes, know-how, procedures, compositions, manufacturing and production processes and techniques, data or technical data, designs, drawings, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), and any other information that would constitute a trade secret as defined in the Uniform Trade Secrets Act and

under corresponding Applicable Laws and all rights under applicable trade secret law thereto (“Trade Secrets”); (ii) registered and unregistered trademarks, service marks, brand names, certification marks, trade dress, logos and trade names and other indications of source, origin, or quality, together with the goodwill associated therewith (“Trademarks”); (iii) patents and patent applications of any kind, together with reissues, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof, and patent rights (“Patents”); (iv) original works of authorship, copyrights in both published and unpublished works, mask works, moral rights, and rights equivalent thereto, including the rights of attribution, assignment and integrity (“Copyrights”); (v) domain names, social media accounts and computer software, including programs applications, source and object codes, data bases and documentation related to the foregoing; (vi) any and all other similar tangible or intangible intellectual property and/or proprietary rights to the foregoing (in whatever form or medium); (vii) all applications to register, registrations and renewals or extensions of the foregoing; and (viii) goodwill and claims of past or present infringement and misappropriation of any and all of the foregoing against third parties.

“Intellectual Property Transfer Documents” has the meaning set forth in Section 4.3(c).

“Inventory” has the meaning set forth in Section 2.1(a).

“Inventory Principles” means the principles, procedures and methodologies described on Exhibit B.

“IT Systems” has the meaning set forth in Section 6.12(h).

“Key Customers” has the meaning set forth in Section 6.18(a).

“Key Suppliers” has the meaning set forth in Section 6.18(b).

“Knowledge of Seller,” “Seller’s Knowledge” or any other similar phrase means the actual knowledge of the individuals set forth on Exhibit A, as such knowledge may exist assuming reasonable inquiry into the matter to which reference to knowledge of Seller, Seller’s knowledge or similar phrase is made.

██████████* means the matter described on Exhibit C.

“Liability” means any losses, liability, cost, expense, debt or obligation of any kind, character, or description, and whether known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, absolute, accrued or unaccrued, contingent or otherwise, whether due or to become due, and regardless of when asserted or by whom.

“License Agreement” has the meaning set forth in Section 4.2(d).

“Licenses In” has the meaning set forth in Section 6.8(a)(vii).

“Lien” means, with respect to any property or asset, any charge, mortgage, lien, encumbrance, easement, lease, adverse claim, levy, restriction on transfer, conditional sale, assessment, option, pledge, deed of trust, license, security interest or other restriction of any kind in respect of such property or asset.

“Material Adverse Effect” means any event, change, circumstance, occurrence or effect that, individually or when taken together with all such events, changes, circumstances, occurrences or effects in the aggregate, (a) has or has had a material adverse effect on the assets, operations, financial condition or results of operations of the Business or the Purchased Assets, each taken as a whole, or (b) would or would reasonably be expected to prevent, materially delay or materially impede the performance by Seller of its obligations under this Agreement or the consummation of the transactions

* Redacted as commercially sensitive

contemplated by this Agreement; provided however, that such event, change, circumstance, occurrence or effect shall not be deemed to be a “Material Adverse Effect” or taken into account in determining whether there has been a “Material Adverse Effect” to the extent that such event, change, circumstance, occurrence or effect resulted from: (i) changes in general economic or business conditions affecting the United States economy nationally, regionally or locally; (ii) conditions (whether economic, legal, regulatory, financial, political or otherwise) affecting the industries or markets in which the Business operates; (iii) the taking of any action expressly required to be taken by Seller under this Agreement or taken by Seller or any of its Affiliates with the prior written consent of Buyer; (iv) any failure by the Business to meet any internal projections, predictions, expectations or forecasts for any period, provided, that the underlying causes of such failures shall be taken into account in determining whether a “Material Adverse Effect has occurred (subject to the other provisions of this definition); (v) changes in Applicable Laws; (vi) changes in GAAP; or (vii) acts of war, sabotage or terrorism, earthquakes, floods, hurricanes, tornadoes, natural disasters, or other “acts of God” (including, without limitation, impacts of disease, epidemics, pandemics or quarantines); provided, however, that to the extent to which any event, change, circumstance, occurrence or effect described in clauses (i), (ii), (v), (vi) or (vii) above has had a materially disproportionate adverse impact on the Business, taken as a whole, as compared to the other businesses operating in the industry in which the Business operates, such event, change, circumstance, occurrence or effect, shall be taken into account in determining whether there has been a Material Adverse Effect.

“Material Contracts” has the meaning set forth in Section 6.8(a).

“Non-Disclosure Agreement” means that certain non-disclosure agreement between High Liner Foods Incorporated and Conagra Brands, Inc. (an Affiliate of Seller) dated as of November 20, 2024.

“Notice Period” has the meaning set forth in Section 11.4.

“Objection Period” has the meaning set forth in Section 5.1(b).

“Parent” has the meaning set forth in Section 6.5(a).

“Patent” has the meaning set forth within the definition of “Intellectual Property”.

“Permit” means any license, permit, certificate, approval, registration, exemption, consent, wavier, right, order or other similar authorization issued by a Governmental Authority, and all pending applications therefor or renewals thereof, that are used in the operation of the Business.

“Permitted Lien” means any (a) mechanics’, carriers’, workmen’s, repairmen’s or other like Lien arising or incurred in the ordinary course of business’ relating to obligations as to which there is no default on the part of the Business, (b) statutory lien for current Taxes and other governmental charges that are not yet due and payable or delinquent or which may thereafter be paid without interest or penalty and (c) any Lien set forth on Section 1.1 of the Disclosure Schedule.

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

“Privacy Requirement” has the meaning set forth in Section 6.12(h).

“Publicly Available Software” means: (a) any Software that contains, or is derived in any manner in whole or in part from, any Software that is distributed as open source software (e.g. Linux) or under similar licensing or distribution models; (b) any Software that may require as a condition of use, modification or distribution that such Software or other Software incorporated into, derived from or distributed with such Software: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no charge; and (c) Software licensed or

distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (ii) the Artistic License (e.g., PERL); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); (vi) the Sun Industry Source License (SISL); and (vii) the Apache Software License.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Purchased Intellectual Property" has the meaning set forth in Section 2.1(b).

"Purchased Prefixes" has the meaning set forth in Section 2.1(h).

"R&W Insurance Policy" means that certain Representations and Warranties Insurance Policy, [REDACTED] *for the benefit of the Buyer, substantially in the form attached hereto as Exhibit D.

"Registered Intellectual Property" has the meaning set forth in Section 6.12(a).

"Representative" means, with respect to any Person, such Person's directors, officers, employees, outside counsel, financial advisors, auditors, agents and other authorized representatives.

"Restricted Area" means North America.

"Restricted Business" means the production, manufacture, packaging, marketing, distribution and sale of frozen seafood products in competition with the Business.

"Restricted Period" has the meaning set forth in Section 8.19(a).

"Restrictive Covenants" has the meaning set forth in Section 8.19(f).

"Retention Period" has the meaning set forth in Section 8.12(a).

"Security Breach" has the meaning set forth in Section 6.12(h).

"Seller" has the meaning set forth in the Preamble.

"Seller Employee" has the meaning set forth in Section 8.19(b).

"Seller Fundamental Representations" means the representations and warranties contained in Section 6.1 (Existence and Power), Section 6.2 (Authorization), Section 6.7(a) (Purchased Assets) and Section 6.16 (Finders' Fees).

"Seller Group" means, with respect to U.S. federal income Taxes, the affiliated group of corporations (as defined in Section 1504(a) of the Code) of which Seller is a member and, with respect to state, local or foreign income or franchise Taxes, any consolidated, combined or unitary group of which Seller or any of its Affiliates is a member for such state, local or foreign income or franchise Tax purposes.

"Seller Indemnified Parties" has the meaning set forth in Section 11.2(b).

"Seller Retained Marks" means any names, trademarks, service marks, logos, domain names and other source identifiers owned by Seller or any of its Affiliates which are not expressly included in the Purchased Intellectual Property or Purchased Assets, including, without limitation, the following:

* Redacted as commercially sensitive

“Conagra”, “ConAgra”, “Conagra Brands”, “ConAgra Foods”, “Pinnacle”, “Pinnacle Foods”, “Kid Cuisine”, and all variations or derivatives thereof and any names, trademarks, service marks, logos, domain names and other source identifiers confusingly similar thereto.

“Settlement Date” has the meaning set forth in Section 5.2.

“Shared Customer Contract” has the meaning set forth in Section 8.21.

“Software” means any computer program, operating system, applications system, firmware or software code of any nature, whether operational, under development or inactive, including all object code, source code, data files, rules, definitions or methodology derived from the foregoing and any derivations, updates, enhancements and customization of any of the foregoing, processes, know-how, operating procedures, methods, technical manuals, user manuals and other documentation thereof, whether in machine-readable form, programming language or any other language or symbols and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature.

“Specified Claims” mean the matters set forth on Exhibit 11.2(a).

“Target Closing Inventory Amount” means thirty-six million, four hundred thousand Dollars (\$36,400,000).

“Tax” means (i) any tax or other like assessment or charge of any kind whatsoever whether disputed or not (including withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) (a “Taxing Authority”), including any penalties, interest or fees incurred as a result of a failure to file a Tax Return or delay in filing a Tax Return and (ii) liability for the payment of any amount of the type described in clause (i) as a result of being or having been before the Closing a member of a Seller Group.

“Taxing Authority” has the meaning set forth within the definition of “Tax”.

“Tax Return” means any report, return, statement, declaration, election, document or information return, including any schedule or attachment thereto and any amendment thereof, filed or required to be filed with any Taxing Authority with respect to Taxes (including estimated Taxes and including, where permitted or required, combined, consolidated or unitary returns for any group of entities that includes the Seller, or any of its Affiliates).

“Third Party Claim” has the meaning set forth in Section 11.3(a).

“Trademark” has the meaning set forth within the definition of “Intellectual Property”.

“Trade Laws” has the meaning set forth in Section 6.11(d).

“Trade Secrets” has the meaning set forth within the definition of “Intellectual Property”.

“Transaction Documents” means, collectively, this Agreement, the Transition Services Agreement, the Intellectual Property Transfer Documents, the License Agreement, the Assignment and Assumption Agreement, the Supply Agreement, and any other agreements, documents or certificates required to be delivered pursuant to this Agreement or any other agreement contemplated herein.

“Transfer Tax” means any excise, sales, use, value added, registration, stamp, recording, documentary, conveyancing, franchise, property, transfer or other similar Tax as levied by any Taxing

Authority in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

“Transition Period” has the meaning set forth in Section 8.3.

“Transition Services Agreement” has the meaning set forth in Section 4.2(b).

“USDA” has the meaning set forth within the definition of “Food Laws”.

“Willful Breach” means a material breach that is a consequence of an act taken by the breaching party, or the failure by the breaching party to take an act it is required to take under this Agreement, in each case with actual knowledge and intent that the taking of, or failure to take, such act would, or would be reasonably be expected to, cause a material breach of this Agreement.

1.2 Other Definitional and Interpretative Provisions. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. References to any Contract are to that Contract as amended, modified or supplemented from time to time. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law,” “laws” or to any Applicable Law shall be deemed to refer to such law or Applicable Law as amended from time to time through the date hereof, except as otherwise specified herein, and to any rules or regulations promulgated thereunder through the date hereof, except as otherwise specified herein. All references to any time herein shall refer to Eastern Time, except as otherwise specified herein. The terms “Dollars” and “\$” mean U.S. dollars. Any pronoun shall include the corresponding masculine, feminine and neuter forms. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day. References to “party” or “parties” to this Agreement herein shall refer to Buyer and Seller only, unless otherwise specified.

ARTICLE II PURCHASE AND SALE

2.1 Sale of Assets. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase and assume from Seller and its applicable Affiliates, and Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer, at the Closing, free and clear of all Liens, other than Permitted Liens, all of Seller’s and its applicable Affiliates’ right, title and interest in and to the Purchased Assets. “Purchased Assets” means all of the assets, properties, rights, claims and privileges and interest of Seller and its Affiliates of every kind and character and wherever located, in each case, exclusively relating to or exclusively used in the Business (except for the Excluded Assets), including:

(a) All (i) finished goods inventories of the Business Products existing as of the Effective Time (the “Finished Goods Inventory”); and (ii) materials, labels and other inventories, work-in-process, packaging or labeling materials, and other raw material ingredients, packaging material, and

other inventories existing as of the Effective Time that are made or acquired for use in the Business (and the right to receive any raw materials, work-in-process, finished goods, ingredients, packaging materials, labels and other inventories to be delivered following Closing pursuant to any open purchase order, including any inventories in transit, that were ordered by or on behalf of Seller or its Affiliates for use in the Business) (collectively, the “Inventory”);

(b) All Intellectual Property owned by Seller or its applicable Affiliates as of the Effective Time and used exclusively in the Business (collectively, the “Purchased Intellectual Property”), including all Trademarks, Patents and domain names listed on Exhibit 2.1(b), the Ocean Explore game (including all related Software (in source code and object code form) and documentation) (“Ocean Explore Game”), all images on the labels of the Business Products other than those depicting Seller Retained Marks and/or third party Trademarks, and all claims for damages or payments by reasons of infringement or unauthorized use of the Purchased Intellectual Property;

(c) All product formulas, recipes, processes, techniques, know-how, manufacturing process specifications, product specifications, raw material specifications, prototypes, samples, molds or the like of the Seller and its Affiliates as of the Effective Time that are used exclusively in the Business or that are used exclusively with respect to the Business Products;

(d) All rights and obligations of Seller or its applicable Affiliates under (i) all Contracts listed on Exhibit 2.1(d), (ii) all open purchase orders for supplies, raw materials, packaging, parts and other materials and assets existing as of the Effective Time to the extent relating to the conduct or operation of the Business or to the Business Products, (iii) all open sales orders existing as of the Effective Time to the extent relating to the sale of Business Products, and (iv) any other Contracts relating exclusively to the Business (collectively, the “Assigned Contracts”);

(e) All Permits held by Seller or its applicable Affiliates as of the Effective Time that are held exclusively with respect to the operation or conduct of the Business and may be transferred under Applicable Law (collectively, the “Assigned Permits”);

(f) All books, accounts, general financial, accounting records, files, data, documents, computer files, electronic files, correspondence, invoices, customers’ and suppliers’ lists, distribution lists and other lists, billing records, drawings, artwork, working art files (including linked images and fonts) and electronic artwork files in unlocked format, and creative materials (including such materials created under Contracts for design or marketing agency creative work), digital assets, renderings, advertising, print miniatures for corrugated (including directly with the printers and via Seller’s or applicable Affiliate’s housed files), merchandising, promotional materials, sales materials, studies, reports, and other printed materials and records in any other medium, manuals and customer and supplier correspondence owned by Seller or any applicable Affiliate, in each case, that relate exclusively to the Business, but excluding all consumer data or any such items that Seller is prohibited from transferring under Applicable Law; provided, however, that to the extent the transfer of any of the aforementioned items would be prohibited by Applicable Law, Seller shall cooperate in any reasonable lawful arrangement designed to provide Buyer with access to, or the benefit of, such items;

(g) The equipment, described on Exhibit 2.1(g) (collectively, the “Supplier Assets”), and any underlying warranty claims against the manufacturer (to the extent transferrable) with respect to the Supplier Assets;

(h) The GS1 company prefixes owned by Seller or its applicable Affiliates as of the Effective Time that are identified on Exhibit 2.1(h), to the extent the same are transferable pursuant to GS1 standards, policies, and procedures (the “Purchased Prefixes”);

(i) The Uniform Product Codes for the Business Products identified on Exhibit 2.1.(i), to the extent the same are transferable pursuant to GS1 standards, policies, and procedures;

(j) All telephone numbers and e-mail addresses used exclusively in the Business to the extent transferable;

(k) All rights of Seller under any confidentiality, non-competition, assignment of intellectual property or similar agreements with current or former employees and independent contractors who provided services to the Business and/or participated in the development of the Purchased Intellectual Property; and

(l) The goodwill associated with the Purchased Assets and the Business.

2.2 **Excluded Assets.** Notwithstanding anything contained in Section 2.1 to the contrary, Seller is not selling and Buyer shall not purchase any assets or rights of Seller or its Affiliates other than the Purchased Assets (any such assets and rights, the "Excluded Assets"), and, for the avoidance of doubt, the Excluded Assets shall specifically include the following assets and rights of Seller or its Affiliates:

(a) All cash and cash equivalents;

(b) Accounts receivable existing prior to the Closing Date and related to the Business;

(c) Insurance policies, coverages, and programs relating to the Business, Seller or any of its Affiliates;

(d) The assets, systems, and personnel required by Seller or any of its Affiliates to provide services that Seller or any of its Affiliates will agree to provide pursuant to the Transition Services Agreement or any other Transaction Document, to the extent not expressly included in the Purchased Assets;

(e) All attributes of Seller and its Affiliates relating to Taxes, including, but not limited to, refunds, credits, deductions, and carryovers;

(f) Any interest in or right to any refunds, allowances, customer deductions and setoffs to the extent attributable to the Business or the Business Products prior to the Effective Time;

(g) Information technology, hardware, and software assets (including Software) used by Seller or its Affiliates other than the Purchased Intellectual Property;

(h) All Contracts other than the Assigned Contracts;

(i) The Seller Retained Marks;

(j) Any hedging, futures, or derivative contracts or positions and all profits and losses derived from the foregoing;

(k) All consumer data, whether in written or electronic format, associated with the Business or the Purchased Assets;

(l) All books and records of Seller and its Affiliates whether or not related to the Business other than as expressly set forth in Section 2.1(f);

- (m) Any interest in or right to any employment claims in respect of any current or former employee of Seller, including with respect to any employee benefit plans;
- (n) Any rights, claims, causes of action or recoveries submitted by Seller or any of its Affiliates to a third party that relates to supplies, materials, products or services provided to the Business prior to Closing;
- (o) All furniture, machinery, equipment, tools, supplies and other tangible personal property or similar fixed assets of Seller, other than the Supplier Assets;
- (p) Any employee benefit plans of Seller or its Affiliates; and
- (q) The assets and rights described on Exhibit 2.2(q).

2.3 Assumed Liabilities. From and after the Effective Time, Buyer shall assume and agree to pay, perform and discharge or otherwise satisfy when due, the following Liabilities, in each case, to the extent arising out of, relating to or otherwise in respect of the operation or conduct of the Business and no other Liabilities of the Seller or its Affiliates (the "Assumed Liabilities"):

- (a) Except for Liabilities expressly allocated to Seller or its Affiliates hereunder, all Liabilities which relate to Buyer's conduct of the Business and ownership and use of the Purchased Assets from and after the Effective Time, including all Liabilities under any Assigned Contract or Assigned Permit (other than as a result of any breach, default or violation by Seller or its Affiliates prior to the Effective Time);
- (b) All accounts payable pursuant to any open purchase order for any raw material, work-in-progress, finished goods, ingredients, packaging materials, labels or other inventories to be delivered following the Closing that constitute a Purchased Asset;
- (c) Any Taxes to be paid by Buyer pursuant to Section 12.1; and
- (d) All other Liabilities for which Buyer otherwise expressly agrees to be responsible pursuant to this Agreement or any Transaction Document.

For the avoidance of doubt, Buyer is only assuming the Liabilities expressly set forth in this Section 2.3 and is not assuming any other Liabilities of Seller or its Affiliates.

2.4 Non-Assignability of Assigned Contracts. Except as otherwise provided under this Agreement, if any Assigned Contract requires the consent, approval, waiver or authorization of any Person thereto other than Seller or its applicable Affiliates and an actual or attempted transfer or assignment thereof would constitute a breach or default or otherwise materially and adversely affect the rights of Seller or its Affiliates thereunder, such Assigned Contract shall not be transferred or assigned to or assumed by Buyer at the Closing. In that case, promptly following the date hereof, Seller shall use its commercially reasonable efforts to obtain any requisite consent, approval, waiver or authorization of such other Person, and Buyer will use commercially reasonable efforts to cooperate with and assist Seller, at Seller's request, in obtaining such consent, approval, waiver or authorization. If any consent, approval, waiver or authorization cannot be obtained prior to the Closing, Seller and Buyer will use their commercially reasonable efforts to secure such consent, approval, waiver or authorization as promptly as practicable after the Closing and will otherwise cooperate in any reasonable arrangement designed to obtain for Buyer all benefits and privileges of the applicable Assigned Contract, including (i) by Seller holding such nonassignable Assigned Contracts, as of and from the Effective Time, in trust for the Buyer, with the Buyer performing the covenants and obligations thereunder in Seller's name, with all benefits and obligations existing thereunder being for Buyer's account, (ii) any reasonable lawful arrangement mutually agreed to by Buyer and Seller that is designed to provide the benefit under such Assigned

Contract to Buyer, and (iii) Seller enforcing and performing, at the request and for the account of Buyer, any rights or obligations of Seller arising under such Assigned Contract against or in respect of any Person, including the right to elect to terminate such Assigned Contract in accordance with its terms thereof upon the written direction of Buyer; provided, however, that in no event shall Seller or any of its Affiliates be required to take any action or enter into any arrangement that would result in Seller or any such Affiliate incurring additional Liabilities or obligations thereunder other than reasonable fees and expenses to Seller or its Affiliate's legal and professional advisors. So long as Seller satisfies its obligations pursuant to this Section 2.4, Seller shall have no Liability whatsoever to Buyer arising out of or relating to the failure to obtain any such consent, approval, waiver or authorization or the termination of any Assigned Contract as a result thereof.

2.5 **Purchased Intellectual Property Claims.** Notwithstanding anything in Sections 2.1 or 2.2 to the contrary, if, after the Closing, Seller receives a notice of alleged infringement or other claim of unauthorized use of the mark [REDACTED] (whether based on common law or registered rights), Seller shall be entitled to rely on its prior use of the mark [REDACTED] for the purposes of any defense or counterclaim against such allegation or claim; provided, however, that nothing herein shall preclude Buyer's ability to rely upon the same.

ARTICLE III PURCHASE PRICE AND PAYMENT

3.1 **Purchase Price.** The purchase price for the Purchased Assets (the "Purchase Price") is an amount equal to (a) Fifty-Five Million and 00/100 US Dollars (\$55,000,000) (the "Base Amount"), plus (or minus) (b) the amount by which the Closing Inventory Amount is greater than (or less than) the Target Closing Inventory Amount.

3.2 **Estimated Amounts; Closing Payment.** No later than five (5) Business Days prior to the scheduled Closing Date, Seller shall cause to be prepared and delivered to Buyer a statement (the "Estimated Closing Statement") setting forth Seller's good faith estimate of the Closing Inventory Amount (the "Estimated Inventory Amount") and Seller's determination of the Closing Payment. The Estimated Closing Statement shall be prepared in good faith in accordance with the Inventory Principles. On the Closing Date or, to the extent the Closing Date is not a Business Day, the next Business Day following the Closing Date, Buyer shall pay to Seller an amount (the "Closing Payment") equal to (i) the Base Amount, plus (or minus), as the case may be (ii) the amount by which Estimated Inventory Amount is greater than (or less than) the Target Closing Inventory Amount.

3.3 **Allocation of Purchase Price.** The Purchase Price shall be allocated to the Purchased Assets in accordance with Exhibit 3.3 and Section 1060 of the Code and the regulations thereunder (the "Allocation Methodology"). The parties hereto acknowledge that such allocation represents the fair market value of the Purchased Assets and shall be binding upon the parties hereto for federal and state tax purposes. Each party covenants to report gain or loss or cost basis, as the case may be, in a manner consistent with such allocation for federal and state tax purposes (whether in audits, Tax Returns or otherwise) unless otherwise required pursuant to a final determination within the meaning of Section 1313(a) of the Code.

3.4 **Buyer Guarantor.** In consideration of Seller's execution and delivery of this Agreement and its agreement to perform the transactions contemplated by this Agreement, and as a material inducement of Seller's execution, delivery and performance of this Agreement and the other Transaction Documents, Buyer Guarantor hereby irrevocably guarantees the full, complete and timely payment of Buyer's obligations under this Agreement. This is a guaranty of payment only, and not of performance of non-payment obligations. The liability of Buyer Guarantor hereunder is absolute and unconditional, irrespective of any circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor. The liability of Buyer Guarantor shall be direct and not conditional or contingent on the pursuit of remedies against Buyer. Seller may, at its option, proceed directly against Buyer

* Redacted as commercially sensitive

Guarantor to collect the payment liability pursuant to this Agreement. Buyer Guarantor hereby expressly waives any and all rights or defenses arising by reason of any Applicable Law that would otherwise require enforcement by Seller of any of Buyer's obligations against Buyer. Buyer Guarantor reserves the right to assert any defense that is otherwise available to Buyer. Under no circumstances shall the maximum amount payable by Buyer Guarantor hereunder for any reason and under any legal theory in law or at equity exceed the Purchase Price. This separate guarantee of Buyer Guarantor shall be a continuing separate guarantee, and the above consent and waiver of Buyer Guarantor shall remain in full force and effect in accordance with the terms of this Agreement.

ARTICLE IV CLOSING

4.1 **Closing.** The closing (the "Closing") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated by this Agreement shall take place remotely by electronic exchange of the required closing deliverables described herein on June 30, 2025, assuming all of the conditions set forth in Article IX hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted by Applicable Law, waiver of those conditions by the party or parties entitled to the benefit thereof) have been satisfied or waived, or at such other time or place as Buyer and Seller may mutually agree in writing. The day on which the Closing actually takes place is referred to as the "Closing Date" and notwithstanding the actual occurrence of the Closing at any particular time on the Closing Date, the Closing shall be deemed to occur and be effective as of 12:01 a.m. Eastern Time on the Closing Date (the "Effective Time").

4.2 **Buyer's Obligations at Closing.** At the Closing, Buyer shall:

(a) **Assignment and Assumption Agreement.** Execute and deliver to Seller an assignment and assumption agreement in the form attached hereto as Exhibit 4.2(a) (the "Assignment and Assumption Agreement").

(b) **Transition Services Agreement.** Execute and deliver to Seller a transition services agreement in the form attached hereto as Exhibit 4.2(b) (the "Transition Services Agreement") pursuant to which Seller will provide certain services to Buyer for specified time periods following the Closing.

(c) **License Agreement.** Execute and deliver to Seller a license agreement in the form attached hereto as Exhibit 4.2(c) pursuant to which Buyer licenses-back to Seller certain use rights for the "Shark Bites" brand and Ocean Explore Game (the "License Agreement").

(d) **Closing Certificate.** Execute and deliver to Seller a certificate of an officer of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Seller, confirming satisfaction of the conditions set forth in Section 9.3(c) of this Agreement.

(e) **Termination Agreement.** Execute and deliver to Seller a termination agreement (the "Termination Agreement") terminating that (i) certain Master Supply Agreement - Contract Manufacturing, dated as of August 24, 2023, by and between Buyer and Seller, (ii) certain Co-Packing Agreement, dated as of August 24, 2023, by and between Buyer and Seller, as amended by that certain Amendment No. 1, dated as of July 9, 2024 and that certain Amendment No. 2, dated as of August 23, 2024 and (iii) certain Development Agreement dated October 10, 2023 by and between Buyer and Conagra Foods RDM, Inc. (together, the "Buyer Co-Manufacturing Agreements"), in a mutually agreeable form.

(f) **Supply Agreement.** Execute and deliver to Seller a supply agreement in a form mutually agreed to by the parties (the "Supply Agreement").

(g) Other Documents. Execute and deliver to Seller such other documents, instruments or certificates which are reasonably requested by Seller in connection with the consummation of the transactions contemplated by this Agreement.

4.3 **Seller's Obligations at Closing**. At the Closing, Seller shall:

(a) Assignment and Assumption Agreement. Execute and deliver, or cause to be executed and delivered, to Buyer the Assignment and Assumption Agreement.

(b) Transition Services Agreement. Execute and deliver, or cause to be executed and delivered, to Buyer the Transition Services Agreement.

(c) Intellectual Property Transfer Documents. Execute and deliver, or cause to be executed and delivered, to Buyer the assignment and transfer documents for the Purchased Intellectual Property in the forms attached hereto as Exhibit 4.3(c) (the "Intellectual Property Transfer Documents").

(d) License Agreement. Execute and deliver, or cause to be executed and delivered, to Buyer the License Agreement.

(e) Assigned Contract Consents. Obtain and deliver any consents required to assign the Assigned Contracts set forth on Section 4.3(e) of the Disclosure Schedule.

(f) Closing Certificate. Execute and deliver, or cause to be executed and delivered, to Buyer a certificate of an officer of Seller, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, confirming satisfaction of the conditions set forth in Section 9.2(c) of this Agreement.

(g) Lien Releases. Execute and deliver, or cause to be executed and delivered, to Buyer any instruments and documents which are necessary to release any and all Liens (other than Permitted Liens) on the Purchased Assets as set forth on Section 4.3(g) of the Disclosure Schedule.

(h) IRS Form W-9. Execute and deliver, or cause to be executed and delivered, to Buyer a properly completed and duly executed IRS Form W-9 of Seller.

(i) Termination Agreement. Execute and deliver to Buyer the Termination Agreement.

(j) Supply Agreement. Execute and deliver to Buyer the Supply Agreement.

(k) Certain Notices. Deliver the notice set forth on Exhibit 4.3(k).

(l) Other Documents. Execute and deliver, or cause to be executed and delivered, to Buyer such other documents, instruments or certificates which are reasonably requested by Buyer in connection with the consummation of the transactions contemplated by this Agreement.

**ARTICLE V
POST-CLOSING PURCHASE PRICE ADJUSTMENT**

5.1 **Post-Closing Calculations**.

(a) Within sixty (60) days after the Closing Date, Seller shall prepare and deliver to Buyer a statement (the "Closing Statement") setting forth Seller's calculation of the Closing Inventory

Amount. The Closing Statement shall be prepared in good faith in accordance with the Inventory Principles.

(b) If Buyer disagrees with Seller's calculation of any of the items or amounts set forth in the Closing Statement, Buyer shall, within sixty (60) days after delivery of the Closing Statement (the "Objection Period"), deliver written notice to Seller (a "Dispute Notice") specifying in detail Buyer's calculations of the items and amounts set forth in the Closing Statement and Buyer's grounds for any such disagreement. The Dispute Notice shall specify those items or amounts as to which Buyer disagrees (each, a "Disputed Item"), and Buyer shall be deemed to have agreed with all other items and amounts contained in the Closing Statement. Buyer shall have no right to dispute the principles, procedures and methodologies used in the preparation of the Closing Statement so long as the principles, procedures and methodologies used are consistent with the Inventory Principles. If Buyer fails to deliver a Dispute Notice to Seller within the Objection Period, the Closing Statement, and Seller's calculation of the items and amounts set forth therein, shall be deemed final, binding and conclusive for all purposes hereunder.

(c) If Buyer duly delivers a Dispute Notice to Seller within the Objection Period, Buyer and Seller shall, during the thirty (30) days following such delivery, use their good faith efforts to reach agreement on each Disputed Item in order to determine the Closing Inventory Amount. Any Disputed Items resolved in writing between Buyer and Seller within such thirty (30) day period (or such longer period as is mutually agreed upon by the parties) shall be final and binding with respect to such items. If Buyer and Seller are unable to reach such agreement during such period, they shall promptly thereafter jointly retain the Expert and cause such Expert to promptly review this Agreement and the Disputed Items for the sole purpose of calculating the Closing Inventory Amount. In making such calculation, the Expert shall consider only those Disputed Items as to which Buyer and Seller have failed to reach agreement. There shall be no ex parte communications between either Buyer or Seller or their respective Affiliates and Representatives and the Expert. The Expert shall deliver to Buyer and Seller, as promptly as practicable, a written report setting forth such calculation for each such Disputed Item. Absent manifest error, such report shall be final and binding upon Buyer and Seller. Buyer and Seller shall instruct the Expert not to, and the Expert shall not, assign a value to any Disputed Item greater than the greatest value for such item assigned by Buyer, on the one hand, or Seller, on the other hand, or less than the smallest value for such item assigned by Buyer, on the one hand, or Seller, on the other hand. Buyer and Seller shall also instruct the Expert to make its determination based solely on presentations by Buyer and Seller which are in accordance with the definitions, guidelines and procedures set forth in this Agreement (i.e., not on the basis of an independent review) and any such documents or presentations must be provided to the other party hereto prior to its submission or presentation to the Expert. The Expert shall act as an expert not an arbitrator. Buyer and Seller agree that judgment may be entered upon the written determination of the Expert in any court referred to in Section 12.4. The fees and expenses of the Expert shall be borne by the parties in inverse proportion as they may prevail on the issues resolved by the 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 Expert at the time the Expert renders its determination on the merits of the matters submitted thereto.

(d) Until the date on which the Closing Statement shall become conclusive, final and binding on the parties pursuant to this Section 5.1, each party agrees that, following the Closing, it shall preserve, to the extent in its possession, the accounting books and records of the Business on which the Estimated Closing Statement and Closing Statement are to be based and shall not take any actions with respect to such books and records that would obstruct or prevent the procedures set forth in this Section 5.1 (including books and records related to the Estimated Inventory Amount and the Closing Inventory Amount).

(e) Until the date on which the Closing Statement shall be conclusive, final and binding on the parties pursuant to this Section 5.1, each party agrees that, following the Closing, it shall

afford and cause to be afforded to the other party and its respective Affiliates and the Representatives retained by the other party in connection with the preparation of the Closing Inventory Amount and any adjustment to the Estimated Inventory Amount contemplated by this Section 5.1, reasonable access upon reasonable notice during normal business hours to the offices, books, contracts and records of the Business and such parties', its Affiliates' and their respective accountants' working papers (subject to execution of customary working paper access letters) relevant to the preparation of the Estimated Inventory Amount, the Estimated Closing Statement, the Closing Statement and any adjustment contemplated by this Section 5.1, including any notice of Disputed Items, and shall provide the other party and its Affiliates and Representatives, upon the other party's reasonable request, with copies of such books, contracts, records and work papers.

5.2 **Settlement.** Within three (3) Business Days following the date on which the calculation of the Closing Inventory Amount becomes final and binding pursuant to this Article V (the "Settlement Date"): (i) Buyer shall pay to Seller by wire transfer of immediately available funds the amount, if any, by which the Closing Inventory Amount exceeds the Estimated Inventory Amount; or (ii) Seller shall pay to Buyer by wire transfer of immediately available funds the amount, if any, by which the Estimated Inventory Amount exceeds the Closing Inventory Amount. The procedures set forth in this Article V shall be the sole remedy for any disputes with respect to matters relating to the Closing Inventory Amount.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER

Subject to the disclosures, matters and information set forth in the disclosure schedules accompanying this Agreement (each, a "Schedule" and, collectively, the "Disclosure Schedules"), Seller hereby represents and warrants to Buyer as set forth in this Article VI below.

6.1 **Existence and Power.** Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite limited liability company power and authority to enable it to own or lease its assets and properties and to carry on its business as now conducted. Seller or its applicable Affiliates are duly licensed or qualified, and are in good standing as a foreign entity in all jurisdictions in which they are required to be so licensed or qualified with respect to the Business, except where failure to be so licensed or qualified has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

6.2 **Authorization.** The execution, delivery and performance by Seller of this Agreement, the other Transaction Documents and the consummation by Seller of the transactions contemplated hereby and thereby are within Seller's limited liability company powers and have been, or will be prior to their execution, delivery and performance, duly authorized by all necessary organizational action on the part of Seller and any such applicable Affiliates (and all such authorizations and approvals remain in full force and effect). Assuming due and valid execution by each other party hereto, this Agreement constitutes a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity (collectively, the "Enforceability Exceptions")). Assuming due and valid execution by each other party thereto, each other Transaction Document to which Seller or any of its applicable Affiliates is a party constitutes or, upon the execution and delivery thereof by Seller and any such applicable Affiliate, shall constitute, a legal, valid and binding agreement of Seller or any such applicable Affiliate, enforceable against Seller or any such applicable Affiliate in accordance with its terms, subject to the Enforceability Exceptions.

6.3 **Governmental Authorization.** The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which Seller is or will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not require action

by or in respect of, or filing with, any Governmental Authority, other than compliance with the matters set forth in Section 6.3 of the Disclosure Schedule.

6.4 **Noncontravention**. Except as set forth in Section 6.4 of the Disclosure Schedule, the execution, delivery and performance by Seller or any of its Affiliates of this Agreement and the other Transaction Documents to which Seller or any such Affiliate is or will be a party and the consummation by Seller and its applicable Affiliates of the transactions contemplated hereby and thereby do not and will not, (a) violate the organizational documents of Seller or any such applicable Affiliate, (b) assuming compliance with the matters referred to in Section 6.3, conflict with or violate in any material respect any Applicable Law or Assigned Permit, (c) require any consent or other action by any Person under, constitute a material breach or result in a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit (after notice or lapse of time or both) under any Material Contract, or (d) result in the creation or imposition of any Lien on any Purchased Asset (after notice or lapse of time or both), except for any Permitted Liens.

6.5 **Financial Statements**.

(a) Section 6.5 of the Disclosure Schedule contains (a) copies of the profit and loss statement (to the product contribution margin level) of the Business for the twelve (12) month period ending May 26, 2024 and May 28, 2023 and the eleven (11) month period ending April 20, 2025 (the "Financial Statements") and (b) certain notes regarding Seller's preparation of the Financial Statements. The Financial Statements have been compiled by management from internal financial systems and source documentation that are used by Conagra Brands, Inc. ("Parent") to compile its consolidated financial statements, which source documentation is subject to the controls and procedures of Parent's accounting systems. This source documentation is prepared in accordance with the internal accounting policies used by Parent for external reporting purposes, which are consistent with GAAP, subject to normal year-end adjustments and the omission of footnotes. The Financial Statements present fairly in all material respects the product contribution margin of the Business as of the relevant dates thereof and for the periods covered thereby.

(b) Seller does not have any indebtedness for borrowed money exclusive to the Business or the Purchased Assets.

(c) None of the Purchased Assets are subject to any Liens, other than Permitted Liens.

6.6 **Absence of Certain Changes**. Except as set forth on Section 6.6 of the Disclosure Schedule, since December 31, 2024: (a) the Business has been conducted in the ordinary course of business consistent with past practices, (b) neither the Seller nor any of its Affiliates have taken any action which, if taken after the date hereof, would require the consent of the Buyer pursuant to Section 8.1, and (c) there has not been any event, occurrence, development or state of circumstances or facts that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, except as set forth on Schedule 6.6. of the Disclosure Schedule, since December 31, 2024 and the date of this Agreement, Seller has not, with respect to the Business:

- i. subjected any of the Purchased Assets to any Liens, other than Permitted Liens;
- ii. engaged in any promotional, sales or discount activity outside of the ordinary course of business consistent with past practice with respect to the Business;
- iii. extended, modified, terminated, renewed or waived any material right under, any Material Contract (other than immaterial extensions, modifications, terminations, renewals or waivers that are entered into in the ordinary course of business consistent with past practice);

iv. instituted any material Actions, or, other than with respect to any Existing Claim, entered into any settlement of any pending or threatened material Action, or entered into any amendment of any existing settlement agreement that purports to bind the Business from and after the Closing in a material and adverse manner;

v. except as required by GAAP or IFRS, instituted any material change in the conduct of the Business or any material change in its accounting practices or methods or cash management practices;

vi. changed the nature or scope of the Business in any material respect;

vii. (A) abandoned, canceled, or failed to renew any Registered Intellectual Property, or (B) failed to continue to maintain the confidentiality of any Trade Secrets included in the Purchased Intellectual Property, in each case, other than in the ordinary course of business consistent with past practice;

viii. sold, assigned, transferred or otherwise disposed of any Purchased Asset (other than in the ordinary course of business on an arm's-length basis);

ix. entered into any transactions or Contracts, work orders or purchase orders with Affiliates that would be binding on the Business or Purchased Assets after the Closing; or

x. agreed or committed to any of the foregoing.

6.7 Purchased Assets.

(a) This Agreement is, and the instruments and documents to be delivered by Seller to Buyer at or following the Closing are, adequate and sufficient to transfer to the Buyer the Seller's entire right, title and interest in and to the Purchased Assets. Seller has good and marketable title to, or a valid leasehold interest in or valid rights under written agreements to use, all personal property, equipment, plants, buildings, structures, facilities and all other assets and properties exclusively used in the conduct of the Business, including all such assets reflected in the Financial Statements, other than sales of Inventory in the ordinary course of business, except, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Business.

(b) Assuming receipt of all required consents, approvals and authorizations pursuant to the Transition Services Agreement, the Purchased Assets, together with the services and other rights and benefits, to be provided to Buyer and its Affiliates pursuant to this Agreement and the other Transaction Documents (including, for the avoidance of doubt, pursuant to the Transition Services Agreement), will, in the aggregate, be sufficient for Buyer and its Affiliates to operate the Business immediately following the Closing in substantially the same manner as conducted by the Seller or its Affiliates as of the date of this Agreement.

6.8 Material Contracts.

(a) Section 6.8(a) of the Disclosure Schedule sets forth a true and correct list of all of the following Contracts to which Seller or an Affiliate of Seller is a party or by which Seller or its Affiliates are bound, as of the date of this Agreement, or to which any Purchased Asset is subject, or pursuant to which Seller receives any benefit or incurs any Liability, in each case, that relate exclusively to the Business, and each such Contract is listed under a heading in such Disclosure Schedule that corresponds with each applicable clause among the following to which such Contract relates (the "Material Contracts"):

- (i) Any Contract which provides for the purchase by the Business of raw materials, commodities or supplies, the remaining term of which exceeds one (1) year and which is reasonably anticipated to involve individual or aggregate payments or consideration of \$250,000 or more per year, including open purchase orders entered into in the ordinary course of business;
- (ii) Any Contract for the sale or distribution of Business Products, the remaining term of which exceeds one (1) year and which is reasonably anticipated to involve individual or aggregate payments or consideration of \$250,000 or more per year, including open sales orders entered into in the ordinary course of business;
- (iii) Any Contract with any Key Customer;
- (iv) Any Contract with a consultant or independent contractor relating to the Business and requiring annual payments by the Business of \$100,000 or more that cannot be terminated on one hundred eighty (180) days' notice or less without payment by the Business of a material penalty;
- (v) Any Contract relating to the Business creating a partnership or joint venture or similar arrangement;
- (vi) Any Contract that (A) restricts the ability of the Business to enter into, engage in or compete in any line of business, geographic area or during any period of time or sell, supply or distribute any Business Product or (B) restricts the ability of the Business to solicit clients or customers;
- (vii) (A) Any Contract under which Seller or its Affiliates has granted rights to others in Purchased Intellectual Property (excluding (1) Contracts pursuant to which customers, distributors or resellers are given a non-exclusive license to use the Purchased Intellectual Property, substantially in the form of Seller's or its Affiliates' form of customer agreement, distribution or reseller agreements, (2) employee, contractors, and consulting agreements entered into in the ordinary course of business, substantially in the form of Seller's or its Affiliates' forms of employee confidentiality and invention assignment agreement and contractor agreement, (3) Contracts where any license of any Intellectual Property is incidental to the purpose of such Contracts, such as licenses to use feedback and suggestions and licenses authorizing the use of brand materials for marketing purposes, (4) nondisclosure agreements entered into in the ordinary course of business, and (5) non-exclusive licenses granted to service providers in the ordinary course of business for the sole purpose of providing services to Seller or its Affiliates); and (B) any Contract under which Seller or its Affiliates is granted by others in or under Intellectual Property ("Licenses In") (excluding (1) commercial off the shelf software that is made available for a total cost of less than \$50,000, (2) Contracts where any license of any Intellectual Property is incidental to the purpose of such agreement, such as licenses to use feedback and suggestions and licenses authorizing the use of brand materials for marketing purposes, (3) employee, contractor, and consulting agreements entered into in the ordinary course of business, substantially in the form of Seller's or its Affiliates' forms of employee confidentiality and invention assignment agreement and contractor agreement, and (4) nondisclosure agreements entered into in the ordinary course of business);
- (viii) Any Contract for co-packing, manufacturing, co-manufacturing, distributing, broker, dealer, sales representative, advertising, marketing, or packaging relating to the manufacture of Business Products;
- (ix) Any Contracts relating to the Business containing any material most-favored pricing provision, minimum purchase or supply requirement, take or pay provision, exclusivity provision, preferred vendor arrangement, or similar covenant or obligation; and

(x) Any merger, asset or stock purchase or divestiture Contracts relating to the Business or the Purchased Assets executed or consummated within the past three years or pursuant to which Seller has any material continuing obligations.

(b) Prior to the date of this Agreement, the Seller has made available to the Buyer true, correct and complete copies of each written Material Contract.

(c) Each Material Contract is a valid and binding agreement of Seller or an applicable Affiliate thereof, is in full force and effect and is enforceable against the Seller or such Affiliate, and, to the Knowledge of Seller, any other parties thereto. Seller and its applicable Affiliates have performed in all material respects the obligations required to be performed by them prior to the date of this Agreement under each Material Contract. No event has occurred that, with notice or lapse of time or both, would constitute a material default, violation or breach under the terms of any such Material Contract by Seller or any of its Affiliates or, to the Knowledge of Seller, any other party thereto. Seller has not waived any material right under any Material Contract. As of the date of this Agreement, to the Knowledge of Seller, no party to any Material Contract has terminated, modified, accelerated or canceled any Material Contract or any material right or Liability thereunder or communicated in writing such party's intent to do so.

6.9 **Inventory**. The Inventory has not been consigned to, or held on consignment from, any third Person. The Inventory has been acquired and maintained in the ordinary course of business consistent with past practices. The Inventory consists of products of quality that is in compliance with all Food Laws, and quantity commercially usable and salable in the ordinary course of business consistent with past practices, except for inventory reserves set forth in the Financial Statements. All of the Inventory is of a quality normally maintained by Seller in the ordinary course of business consistent with past practices. In the past two (2) years, Seller has not sold the Inventory outside the ordinary course of business, including with respect to pricing, discounting practices, bundling and sales volumes and has maintained levels of inventory consistent with the levels maintained and managed by Seller or its Affiliates in the ordinary course of business. The inventory reflected on the Financial Statements is the actual on-hand inventory of the Business as of the date thereof and stated thereon in accordance with US GAAP in all material respects applying the procedures, methodologies, and principles utilized by Seller in preparing the Financial Statements.

6.10 **Litigation**. Except as set forth on Section 6.10 of the Disclosure Schedule, there are no, and have not been for the past two (2) years, any Actions pending or, to the Knowledge of Seller, threatened against Seller or any of its Affiliates with respect to the Business, the Purchased Assets or the Assumed Liabilities. There are no and have not for the past two (2) years been any Actions pending or, to the Knowledge of Seller, threatened in connection with the Business Products, nor, to the Knowledge of Seller, are there any facts, events, or circumstances that would reasonably be expected to form the basis for any such Action. None of Seller, its Affiliates, the Purchased Assets or the Business is subject to any outstanding order of any Governmental Authority that materially restricts the operation of the Business.

6.11 **Compliance with Laws**.

(a) Except as set forth in Section 6.11(a) of the Disclosure Schedule (i) Seller and its Affiliates is or has been since January 1, 2023 in compliance in all material respects with, and (ii) neither Seller nor any of its Affiliates is under investigation with respect to and has not been, to the Knowledge of Seller, threatened to be charged with or given written or, to the Knowledge of Seller, oral notice of any material violation of, any Applicable Law relating to the Purchased Assets, the conduct of the Business or relating to the Business Products.

(b) For the past five (5) years, with respect to the Business and the Purchased Assets, none of Seller nor any of its directors, officers, employees or, to the Knowledge of the Seller, its

agents have, directly or indirectly made, offered, promised or authorized (i) any payment or gift of any money or anything of value to or for the benefit of any “foreign official” (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”)), foreign political party or official thereof or candidate for foreign political office for the purpose of (x) influencing any official act or decision of such official, party or candidate, (y) inducing such official, party or candidate to use their influence to affect any act or decision of a foreign Governmental Authority or (z) securing any improper advantage, in each case in order to assist the Seller in obtaining or retaining business for or with, or directing business to, any Person or (ii) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds, or received or retained any funds, in each case in violation of the FCPA or any other applicable anti-bribery or anti-corruption Law.

(c) With respect to the Business and the Purchased Assets, Seller has established and maintained systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) and written policies reasonably designed to ensure compliance with the FCPA and any other applicable anti-bribery or anti-corruption Law, and to ensure that all books and records of the Business and the Purchased Assets accurately and fairly reflect, in reasonable detail, all transactions and dispositions of funds and assets.

(d) With respect to the Business and the Purchased Assets, Seller (i) is and has for the past five (5) years been in compliance in all material respects with all applicable import, export control and anti-boycott laws, including the Export Administration Regulations and the customs regulations administered by U.S. Customs and Border Protection of the U.S. Department of Homeland Security and (ii) is and has been for the past five (5) years, in compliance in all material respects with all applicable economic and trade sanctions laws, including the sanctions regulations administered by the U.S. Department of State and the Office of Foreign Assets Control of the U.S. Department of the Treasury (collectively, the “Trade Laws”). With respect to the Business and the Purchased Assets, Seller has obtained, satisfied the requirements of or is otherwise qualified to rely upon, all import and export licenses, consents, notices, waivers, approvals, orders, registrations, declarations or other authorizations, and made any filings with any Governmental Authority, in each case as required for the import, export or reexport of products or services. With respect to the Business and the Purchased Assets, (x) neither Seller nor any of its Affiliates has during the past five (5) years been the importer of record for any merchandise entered into the customs territory of the United States, and (y) none of the imported products for which Seller or any of its Affiliates is, or has in the past five (5) years been, the importer of record were or are made using forced labor or imported in violation of the Uyghur Forced Labor Prevention Act or any other applicable forced labor laws. All items manufactured, developed or exported by the Business and the Purchased Assets are and have over the past five (5) years are and have been designated EAR99 under the Export Administration Regulations.

(e) With respect to the Business and the Purchased Assets, neither the Seller nor any of its officers, directors or employees are or have since in the past five (5) years been the subject of any allegation, disclosure, prosecution or other enforcement action related to the Trade Laws, the FCPA or any other applicable anti-bribery or anti-corruption Law, and, to the Knowledge of the Seller, there are no presently existing facts, conditions or circumstances that would reasonably be expected to give rise to any material future enforcement action with respect to the Trade Laws, the FCPA or any other applicable anti-bribery or anti-corruption Law.

6.12 **Intellectual Property.**

(a) Section 6.12(a) of the Disclosure Schedule contains a true and correct list of all Patents, Trademarks, Copyrights and domain names included in the Purchased Intellectual Property that have been the subject of an application filed with, are issued by, or registered with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar Governmental Authority anywhere in the world (the “Registered Intellectual Property”), in each case including, to the extent applicable, (i) the owner of such filing, issuance or registration, (ii) the date of filing, issuance or

registration, (iii) the filing, issuance or registration number, (iv) the name of the body where the filing, issuance or registration was made, and (v) in the case of domain names, the domain registrar. Seller or one of its Affiliates exclusively owns each item of Purchased Intellectual Property free and clear of any Lien, other than Permitted Liens. Each item of Registered Intellectual Property (A) is registered in the name of Seller or one of its Affiliates, (B) has been maintained (including the making and payment of all necessary filings and registration, maintenance and renewal fees when due) and is not expired, cancelled or abandoned, (C) is not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date, and (D) is valid and enforceable.

(b) Except for the Intellectual Property that is the subject of the Licenses In, the Intellectual Property that is the subject of the Transition Services Agreement and the Seller Retained Marks licensed pursuant to Section 8.3, the Purchased Intellectual Property constitute all of the Intellectual Property owned by Seller or its Affiliates and used exclusively in the operation of the Business. Except as set forth in Section 6.12(b) of the Disclosure Schedule or Intellectual Property licensed pursuant to a Contract incidental to the purpose of such Contract, Seller does not license any Intellectual Property from any third parties that are used by Seller exclusively in the Business (excluding, however, any software programs used by the Business pursuant to any off-the-shelf, shrink-wrap or click-through license arrangements and any Contracts for Publicly Available Software).

(c) Except as set forth in Section 6.12(c) of the Disclosure Schedule, no Actions are pending or, to the Knowledge of Seller, threatened which challenge the validity or enforceability of any rights in respect of any of the Purchased Intellectual Property, or which allege that Seller or its applicable Affiliates or the operation of the Business infringes, misappropriates or otherwise violates (or in the past infringed, misappropriated or violated) the Intellectual Property of any third party. Neither the operation of the Business nor any activity by the Seller or its Affiliates infringes, misappropriates or violates (or in the past infringed, misappropriated or violated) any Intellectual Property of any third party. To the Knowledge of Seller, no third party is infringing, misappropriating or violating (or in the past infringed, misappropriated or violated) any Purchased Intellectual Property. Seller has taken reasonable steps to protect and preserve the confidentiality of all Trade Secrets included in the Purchased Intellectual Property.

(d) All Purchased Intellectual Property developed by former or current employees, consultants, and contractors of Seller and its Affiliates in the scope of their employment or engagement either vested in Seller or the applicable Affiliate by operation of Applicable Law or has been assigned to Seller or the applicable Affiliate under a written agreement.

(e) Neither Seller nor its applicable Affiliates has (i) granted, directly or indirectly, any current or contingent rights, licenses or interests in or to any source code of any of the Software included in the Purchased Intellectual Property, or (ii) provided or disclosed any source code of any Software included in the Purchased Intellectual Property to any Person.

(f) The Software included in the Purchased Intellectual Property does not contain any viruses, worms, time bombs, key-locks, or any other items that could disrupt or interfere with the operation of such Software or equipment upon which such Software operate, or the safety, security or integrity of the data, information or signals such Software produce or process. The Software included in the Purchased Intellectual Property do not include or install undocumented or unauthorized portals, key-logs, codes, commands or other access (including backdoors) to such Software or the data, information or signals Such Software produce or process, or any spyware, adware, or other similar software that monitors the use of such Software or contacts any remote computer without the knowledge and express consent of the user(s) of such Software and remote computer, as applicable.

(g) None of the Software included in the Purchased Intellectual Property contain, incorporate, links to or are called by, are distributed with, or otherwise use any open source software, and (ii) the incorporation, linking, calling, distribution or other use in, by or with any such Software of

any such open source software, does not obligate Seller or its Affiliates to disclose, make available, offer or deliver to any Person any portion of the source code of such Software or component thereof other than the applicable open source software.

(h) Seller is and has been since January 1, 2023 in compliance in all material respects with all contractual requirements, Applicable Laws regulating privacy and/or data security, all Seller policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the Business (all of the foregoing, collectively, "Privacy Requirements"). Since January 1, 2023, (i) the Business has not experienced any actual, alleged, or suspected unauthorized access or processing of personal information, data breach, other material security incident involving personal information in its possession or control or any unauthorized intrusion into and/or unauthorized use of any information technology assets or systems (the "IT Systems") of the Business (each such incident, a "Security Breach"), (ii) Seller has not received any written or, to the Knowledge of Seller, oral notice of any audit, investigation, complaint, or other Action by any Governmental Authority or other Person concerning the Seller's collection, use, processing, storage, transfer, or protection of personal information relating to the Business, or actual, alleged, or suspected violation of any Privacy Requirement, and (iii) Seller has maintained in place, in connection with the Business, industry standard security measures, controls, technologies, policies, and safeguards to adequately protect all personal information, confidential information and other data, as well as all IT Systems of the Business, including as needed to protect all of the foregoing from a Security Breach and to comply with the Privacy Requirements. The execution and performance of this Agreement by Seller will comply in all material respects with applicable Privacy Requirements.

6.13 **Permits.** Section 6.13 of the Disclosure Schedule sets forth a true, correct and complete list of all Permits held by Seller which are exclusive to the Business. Seller or one of its Affiliates have and since January 1, 2023 have had all Permits necessary to operate the Business as currently conducted, including those necessary for the Purchased Assets, and Seller or any such Affiliates are and have since January 1, 2023 been in compliance in all material respects with such Permits, including those required for the processing, handling, storage, packaging and distribution of the Business Products. Each Permit is valid, subsisting and in good standing, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole. During the twelve (12) months immediately preceding the date of this Agreement, Seller has not received written notice of any Action related to the revocation, modification, termination or suspension of any Permits relating to the Business. No Permit related to the Business would reasonably be expected to be subject to suspension, revocation or non-renewal as a result of the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, except for any such suspensions, revocations or non-renewals that would have materially and adversely affect the Business.

6.14 **Environmental.** Seller's use of the Purchased Assets and operation of the Business are, and since January 1, 2023 have been, in compliance in all material respects with applicable Environmental Laws, such compliance to include holding and complying in all material respects with all Permits required under applicable Environmental Laws for the use of the Purchased Assets and the operation of the Business. There is no Action, order or decree pending or, to the Knowledge of Seller, threatened which alleges a violation of, or liability under, any Environmental Law by Seller or its Affiliates with respect to the Business. Seller has not received any written claim, notice or information request alleging that Seller (with respect to the Business or the Purchased Assets), the Business or the Purchased Assets are in violation of, or may have liability under, Environmental Laws, which, in each case, was either received since January 1, 2023 or the subject of which remains unresolved. To the Knowledge of Seller, no Hazardous Substance has been released: (i) as a result of, or in connection with, the operation of the Business; or (ii) in connection with the use of, or otherwise affecting, the Purchased Assets, in the case of each of (i) and (ii), in an amount, manner, condition or concentration that has resulted, or would reasonably be expected to result, in material Liability under Environmental Laws.

6.15 **Taxes.**

(a) Seller has timely paid all Taxes due and owing with respect to the Purchased Assets.

(b) Seller has filed all income and other material Tax Returns that it was required to file on or before the date of this Agreement in respect of the Purchased Assets, and all such Tax Returns are true, correct, and complete in all material respects.

(c) There are no outstanding waivers or extensions of time or other documents or arrangements extending or having the effect of extending the period during which any Tax may be assessed or collected with respect to Taxes of Seller in respect of the Purchased Assets in each instance, and no power of attorney with respect to any such Tax matter is currently in force.

(d) No audits or administrative or judicial proceedings are currently being conducted or have been threatened in writing with respect to Taxes of Seller in respect of the Purchased Assets.

(e) None of the Purchased Assets are subject to Liens for Taxes, other than Permitted Liens.

(f) To the Knowledge of Seller, no claim has ever been made in writing by a Governmental Authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction or may be required to file a Tax Return in that jurisdiction with respect to any of the Purchased Assets.

(g) None of the Purchased Assets constitutes a joint venture, partnership, or similar arrangement that is treated as a partnership for any Tax purposes.

6.16 **Finders' Fees.** There is no investment banker, broker or finder which has been retained by or is authorized to act on behalf of Seller who is or might be entitled to any brokerage, finder's or other fee, commission or similar compensation in connection with the transactions contemplated by this Agreement and each other Transaction Document to which Seller or any of its applicable Affiliates is a party (including the consummation hereof and thereof).

6.17 **Related Party Transactions.** Section 6.17 of the Disclosure Schedule sets forth a description of (a) all material services provided by other divisions and businesses of Seller or its Affiliates to the Business as of the date of this Agreement, (b) all material services provided by the Business to other divisions and businesses of Seller or its Affiliates as of the date of this Agreement, and (c) all other material transactions between the Business, on the one hand, and the other divisions and businesses of Seller or its Affiliates, on the other hand. As of the Effective Time, except as otherwise provided in the Transition Services Agreement, all such related party transactions between other divisions and businesses of Seller or its Affiliates, on the one hand, and the Business, on the other hand, will automatically terminate without further payment or performance, and no party to such transactions shall have any further Liabilities therefor or rights thereto.

6.18 **Key Customers and Suppliers.**

(a) Section 6.18(a) of the Disclosure Schedule sets forth a list of the ten (10) largest customers of the Business by revenue for the eleven (11) month period ending April 20, 2025 (the "Key Customers").

(b) Section 6.18(b) of the Disclosure Schedule sets forth a list of the ten (10) largest vendors or suppliers of the Business by gross expenditure paid to such vendor or supplier during the eleventh-month period ending April 20, 2025 (the "Key Suppliers").

(c) During the last twelve (12) months, there has been no adverse change in the relationship between the Business and its Key Customers or Key Suppliers (which shall not include, for the avoidance of doubt, the expiration in accordance with its terms of any Contract relating to the Business to which any such Key Customer or Key Supplier is a party). During the last twelve (12) months, neither Seller nor any of its Affiliates has received any written notice, or to the Knowledge of the Seller, oral, notice, that any of the Key Customers or Key Suppliers has terminated, cancelled, not renewed, adversely changed any terms of or materially reduced, is terminating, cancelling, not renewing, adversely changing any terms of or materially reducing, or intends to terminate, cancel, not renew, adversely change the terms of or materially reduce, in each case, its business relating to the Business with Seller or any of its Affiliates (whether as a result of the consummation of the transactions contemplated herein and in the other Transaction Documents, or otherwise) and to the Knowledge of Seller, there has not occurred any acts, omissions or events that are reasonably likely to result in a termination, cancellation, non-renewal, material adverse change or material reduction of business with any Key Customer or Key Supplier (other than as a result of ordinary course contract expirations in accordance with their terms) that could affect the Business. Neither the Seller nor any of its Affiliates currently has any dispute pending with any Key Customer or Key Supplier with respect to the Business. Seller and its Affiliates have complied in all material respects with all procurement policies and procedures applicable to each Key Customer and Key Supplier.

(d) Except as set forth on Section 6.18(d) of the Disclosure Schedule, none of the agreements with Key Customers (i) requires that the Key Customer purchase the Business Products as part of a bundle with other products of Seller or its Affiliates or (ii) includes any change of control provision or provision that results in the loss of sales as a direct result of the transactions contemplated by this Agreement (which, for clarity, does not include termination for convenience clauses).

6.19 Products and Regulatory Matters.

(a) Except with respect to the Existing Claims, Seller and its Affiliates have complied in all material respects with Applicable Laws and Food Laws with respect to the Business Products, and have appropriate policies and procedures in place, including a food safety plan, to ensure compliance, including without limitation Applicable Laws and Food Laws in connection with (A) all applicable labeling, safety, notification, registration, manufacturing, testing, advertising, marketing, promotional, approval, FDA Generally Recognized as Safe ("GRAS") or food additive requirements, transportation, storage, record-keeping, reporting, food contact and all other Food Laws or requirements, and (B) all other similar laws governing the purity, storage, quality, labeling, and shelf life for food sold for human consumption, as may be applicable to the Business Products, including all applicable state, foreign or local Applicable Laws. Except with respect to the Existing Claims, neither Seller nor its Affiliates have received any written notice from any Governmental Authority or third party of any actual or alleged violation of or non-compliance with any Food Law with respect to the Business Products, or of non-compliance with Business Product specifications, nor, to the Knowledge of Seller, does there exist any fact, event, or circumstance that would reasonably be expected to constitute or form the basis for a violation of or non-compliance with any of the foregoing set forth above in this Section 6.19(a).

(b) Except with respect to the Existing Claims, the Business Products: (i) are of good and merchantable quality, and fit for human consumption; (ii) contain, and since January 1, 2023 have contained, only ingredients which are permissible food ingredients via GRAS or self-affirmed GRAS, or as an approved food additive, and are legally permissible for the particular use to which they are put within each Business Product; (iii) do not contain any poisonous, toxic, or harmful or banned substance (when used pursuant to directions for use or suggested use as set forth on the Seller's or its Affiliates' labels or on their respective websites); (iv) are not, and since January 1, 2023 have not been, adulterated, misbranded or unfit for human consumption, and do not constitute, and since January 1, 2023 have not constituted, an article which may not, under the applicable provisions of the FDCA, be introduced into interstate commerce; (v) are, and since January 1, 2023 have been, manufactured, processed, labeled, packed, transported, and distributed by and on behalf of the Seller or its Affiliates

in material compliance with all applicable standards, specifications, permits, warranties, Applicable Laws, and Food Laws, (vi) are manufactured and certified by Governmental Authorities or validly certified third-party certification bodies in relation to Business Product claims where required under applicable Food Laws and (vii) in connection with Inventory, the Saleable Finished Goods Inventory (as defined in the Inventory Principles) is not expired or within a period of time prior to expiration that would render such Inventory commercially unusable or unsaleable.

(c) Except as set forth in Schedule 6.19(c), with respect to the Business or the Business Products, Seller has not, and since January 1, 2023, has not been, a party or, to the Knowledge of Seller, subject to any pending or threatened complaint, investigation, enforcement action or criminal action, Action, or other similar legal action relating to or otherwise in connection with the Business Products, including, without limitation, any written notice of violation or inspectional observation (including FDA Form 483), warning letter, untitled letter, cyber letter, seizure, injunction, detention, refusal of admittance, civil penalty, criminal investigation or penalty, disqualification or debarment, California Proposition 65 claim, request for corrective or remedial action or other compliance or enforcement action, or other similar Action or order, by or on behalf of FDA, or similar local, state or foreign Governmental Authority. Seller has not received written notice of, or been subject to, any claim, threat, or finding of violation of, or deficiency or non-compliance with any of the foregoing or any other applicable Food Law, in respect of any of (1) the Business Products, (2) the ingredients in the Business Products, or (3) the facilities at which the Business Products are manufactured, stored, processed, labeled, or packaged. To the Knowledge of Seller, there is no reason to believe that any Business Product provides a reasonable basis for enforcement by a Governmental Authority or for any corrective or remedial action or other compliance action with respect to any applicable Food Law. With respect to the Business or the Business Products and applicable Food Laws, Seller is not subject to any obligation arising under any administrative or regulatory action, inspection, warning letter, notice of violation letter, or other notice, response or commitment made to or with the FDA or any Governmental Authority or any settlement, and, to the Knowledge of Seller, no such proceedings have been threatened with respect to the Business or the Business Products.

(d) The Business Products are not and, since January 1, 2023, have not been the subject of any voluntary or involuntary market withdrawal, recall, correction, field alerts, safety alert, seizure, warning, investigations, notice, detention, suspension, suspension of compounding, holds, public notification, or other proceeding or notification, and with respect to the Business Products, none of the foregoing are pending or, to the Knowledge of Seller, since January 1, 2023 has been threatened, filed or commenced against Seller or its Affiliates relating to any alleged lack of safety, efficacy or any failure to comply with any applicable Food Law. Seller or its Affiliates have not received any written notice, nor, to the Knowledge of Seller, does there exist any fact, event, or circumstance, other than the Existing Claims, that would reasonably be expected to constitute or form the basis of any of the foregoing set forth in this Section 6.19(d).

(e) Other than the Existing Claims, with respect to the Business Products, Seller and its Affiliates, and the labeling, advertising, marketing, promotional materials, sell sheets, specifications, comply and, since January 1, 2023, have complied in all material respects with the Applicable Laws of the U.S. Federal Trade Commission and other Governmental Authorities with jurisdiction over the Seller and its Affiliates or their respective products, including without limitation Section 5 of the Federal Trade Commission Act, the FDA, the USDA, and of any other similar applicable local, state, provincial and foreign Governmental Authorities, as applicable, including requirements for having adequate substantiation for claims and representations prior to use of the claims and representations. Other than the Existing Claims, with respect to the Business Products, to the Knowledge of Seller, all labels, labeling, advertising, marketing and promotional materials, including all product claims, endorsements, testimonials and copy contained therein, are accurate, truthful, not false or misleading, and are otherwise in compliance with all Applicable Laws and other Food Laws. Other than the Existing Claims, Seller or its Affiliates have not, since January 1, 2023, received any written notice from a Governmental

Authority or third party that it or its Business Products may be in noncompliance with or in violation of any of the foregoing in this Section 6.19(e).

6.20 **Absence of Undisclosed Liabilities.** Except as set forth in Section 6.20 of the Disclosure Schedule, Seller does not have any Liabilities with respect to the Business, except for (a) Liabilities that are accrued or reserved against in the Financial Statements, (b) Liabilities incurred in the ordinary course of business since the date of the Financial Statements (none of which relate to a breach of any Contract, tort, infringement, warranty, misappropriation, claim or lawsuit or violation of any Law), (c) executory obligations pursuant to Contracts to which the Seller is a party (none of which relate to a breach of any Contract, tort, infringement, warranty, misappropriation, claim or lawsuit or violation of any Law) and (d) Liabilities resulting from the obligations of Seller under this Agreement or the Transaction Documents.

6.21 **Insurance.** Section 6.21 of the Disclosure Schedule lists all insurance policies maintained by the Seller for the benefit of the Business or with respect to the Purchased Assets (collectively, the "Insurance Policies"). Copies of current insurance certificates held by co-manufacturers related to the Business Products have been made available to Buyer. All Insurance Policies are in full force and effect as of the date of this Agreement and will be in full force and effect as of the Closing Date. The coverage pursuant to the Insurance Policies is of the type and in amounts customarily carried by companies engaged in similar businesses to the Business in similar jurisdictions. Seller has given timely notice to the insurer of all claims that may be insured. There are and, in the past three (3) years have been, no insurance claims in respect of the Business for which an insurance carrier has denied or, to the Knowledge of Seller, threatened to deny coverage, in either case except as would not reasonably be expected to be, individually or in the aggregate, material to the Business. All premiums due and payable under all Insurance Policies have been paid, and Seller is otherwise in material compliance with the terms of Insurance Policies. In the past three (3) years, Seller has not received written notice of a termination or material reduction of coverage (including material reduction of the limit of liability) with respect to any Insurance Policies.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer and Buyer Guarantor, as stated herein, hereby represents and warrants to Seller as set forth in this Article VII below.

7.1 **Existence and Power.** Each of Buyer and Buyer Guarantor is a duly organized, validly existing corporation and is in good standing under the laws of the State of Delaware and the province of Nova Scotia, respectively. Buyer and Buyer Guarantor each have full corporate power and authority to enable it to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted.

7.2 **Authorization.** The execution, delivery and performance by Buyer and Buyer Guarantor of this Agreement, and, with respect to Buyer only, the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, as applicable, are within the limited liability company or corporate powers of Buyer and Buyer Guarantor, as applicable, and have been, or will be prior to their execution, delivery and performance, duly authorized by all necessary corporate action on the part of Buyer and Buyer Guarantor (and all such authorizations and approvals remain in full force and effect). Assuming due and valid execution by each other party hereto, this Agreement constitutes a legal, valid and binding agreement of Buyer and Buyer Guarantor, enforceable against Buyer and Buyer Guarantor in accordance with its terms, subject to the Enforceability Exceptions. Assuming due and valid execution by each other party thereto, each other Transaction Document to which Buyer is a party constitutes or, upon the execution and delivery thereof by Buyer, shall constitute, a legal, valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

7.3 **Governmental Authorization.** The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which Buyer is or will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not require action by or in respect of, or filing with, any Governmental Authority other than any action or filing as to which the failure to make or obtain would not reasonably be expected, individually or in the aggregate, to prevent or delay the consummation of the transactions contemplated by this Agreement or any other Transaction Document to which Buyer is a party.

7.4 **Noncontravention.** The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which Buyer is or will be a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) conflict with or violate the organizational documents of Buyer, (b) conflict with or violate any Applicable Law, or (c) require any consent or other action by any Person under, constitute a material breach or result in a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of Buyer or to a loss of any benefit (after notice or lapse of time or both) to which Buyer is entitled under any provision of any material Contract to which Buyer is party, except, in each case, for any such conflicts, violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be expected to have material adverse effect on Buyer. There are no Actions pending or, to the Buyer's knowledge, threatened against the Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement or the other Transaction Documents to which Buyer is a party.

7.5 **Available Funds; Solvency.** At the Closing, Buyer will have cash available or will have existing borrowing facilities which together are sufficient to enable Buyer to pay the Purchase Price and to perform the other obligations of the Buyer hereunder and under the other Transaction Documents. Buyer understands that its obligation to consummate the transactions contemplated by this Agreement are not subject to the availability of any financing. As of the Closing, Buyer will not: (a) be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the present fair salable value of its assets will be less than the amount required to pay its probable liability on its debts as they become absolute and matured); (b) have unreasonably small capital with which to engage in its business, including the Business; or (c) have incurred or plan to incur debts beyond its ability to repay such debts as they become absolute and matured.

7.6 **Disclosure and Investigation.** Buyer has made its own independent inquiry and investigation into, and based thereon, has formed an independent judgment concerning, Seller, the Business, the Purchased Assets the Assumed Liabilities and the transactions contemplated by this Agreement and the other Transaction Documents. Buyer has requested such documents and information from Seller as Buyer considers material in determining whether to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated in this Agreement and the other Transaction Documents. Buyer has had an opportunity to ask questions of and receive answers from Seller with respect to any matter Buyer considers material in determining whether to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated in this Agreement and the other Transaction Documents.

7.7 **Finders' Fees.** Except for BMO Financial Group, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer who is or might be entitled to any brokerage, finder's or other fee, commission or similar compensation in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

ARTICLE VIII COVENANTS

8.1 **Conduct of the Business.**

(a) From the date hereof until the Closing Date, except (i) as set forth in Section 8.1 of the Disclosure Schedules, (ii) as expressly required by this Agreement, (iii) as required by Applicable Law, or (iv) with Buyer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall conduct the Business only in the ordinary course of business consistent with past practice in all material respects, and Seller shall use its commercially reasonable efforts to keep available the services of Sellers or its Affiliates current officers, employees and agents engaged in the Business, and maintain the relations and goodwill with all suppliers, customers, distributors, landlords, creditors, and other Persons, in each case, having a material business relationship with the Business. Notwithstanding the foregoing, Buyer acknowledges and agrees that relationships with Seller and certain of its Affiliates providing services to the Business as set forth on Section 6.17 of the Disclosure Schedule will terminate as of the Closing as contemplated in Section 12.2 and that such termination shall not constitute a breach of this Agreement.

(b) Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as (i) set forth in Section 8.1 of the Disclosure Schedule, (ii) as expressly required by this Agreement, (iii) as required by Applicable Law, or (iv) with Buyer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), neither Seller nor any of its applicable Affiliates shall, with respect to the Business:

(i) subject any of the Purchased Assets to any Lien other than Permitted Liens;

(ii) cancel, compromise, waive or release any material claims or rights relating exclusively to the Business or the Purchased Assets;

(iii) sell, transfer, lease, license or otherwise dispose of any Purchased Asset or any interest therein, other than Inventory sold or disposed of in the ordinary course of business consistent with past practice;

(iv) enter into any new facilities for indebtedness for borrowed money or issue any debt securities with respect to the Business that would constitute Assumed Liabilities;

(v) authorize, or make any commitment with respect to, any single capital expenditure that is in excess of \$25,000 or capital expenditures that are, in the aggregate, in excess of \$50,000, that will bind the Business;

(vi) (1) make any change or revoke any material Tax election, adopt or change any material Tax accounting method with respect to Purchased Assets or the Business, (2) enter into any ruling request, closing agreement or similar agreement with respect to Taxes with respect to the Purchased Assets or the Business, (3) settle or compromise any material Liability related to Taxes with respect to the Purchased Assets or the Business or (4) consent to any claim or assessment relating to material Taxes with respect to the Purchased Assets or the Business or initiate a waiver of the statute of limitations for any such claim or assessment for a material amount of Taxes with respect to the Purchased Assets or the Business, in each case that would reasonably be expected to increase any Tax liability of or otherwise give rise to any adverse Tax consequences to the Buyer with respect to post-Closing Taxes;

(vii) extend, modify, terminate or renew in any material respect any Assigned Contracts or any Contract that if entered into prior to the date hereof would be an Assigned Contract or waive any material rights under any Assigned Contract or any Material Contract, provided that, with respect to any Material Contract such waiver would materially adversely affect the Business or the Purchased Assets;

(viii) make any change in any method of accounting or accounting practice or policy applicable to the Business, except as required by Applicable Law or GAAP;

(ix) delay or postpone the payment of accounts payable or other Liabilities that constitute Assumed Liabilities outside of the ordinary course of business consistent with past practice;

(x) (A) abandon, cancel, or fail to maintain or renew any Registered Intellectual Property, or (B) fail to continue to maintain the confidentiality of any Trade Secrets, in each case, included in the Purchased Intellectual Property and other than in the ordinary course of business consistent with past practice;

(xi) grant any license, sublicense or waiver of, or any covenant not to sue based on, any rights under or with respect to any Purchased Intellectual Property, other than licenses, sublicenses, waivers or covenants granted under Contracts with customers in the ordinary course of business consistent with past practice;

(xii) enter into any settlement of any pending or threatened material Action, or enter into any amendment of any existing settlement agreement that purport to bind the Business from and after the Closing in a material and adverse manner;

(xiii) engage in any promotional, sales or discount activity outside of the ordinary course of business consistent with past practice with respect to the Business or any Purchased Asset;

(xiv) enter into any Contract that (A) restricts the ability of the Business to enter into, engage in or compete in any line of business, geographic area or during any period of time or sell, supply or distribute any Business Products or (B) restricts the ability of the Business to solicit clients or customers;

(xv) enter into any Contract, work order or purchase order which contains any non-competition, non-solicitation or other similar restrictive covenants or provisions as to the Business; or

(xvi) agree, whether in writing or otherwise, to do any of the foregoing.

8.2 **Confidentiality.** Each party shall hold, and shall cause its Representatives to hold, in confidence, all documents and information furnished, provided or made available to it by or on behalf of the other party pursuant to this Agreement and any of the other Transaction Documents or in connection with any of the transactions contemplated hereby or thereby, whether provided prior to or after the date hereof, pursuant to the terms of the Non-Disclosure Agreement. The Non-Disclosure Agreement shall terminate at the Closing only with respect to that portion of the Confidential Information (as defined in the Non-Disclosure Agreement) as relates exclusively to the Business or otherwise constituting a Purchased Asset (other than information relating to the Excluded Assets, the Existing Claims and the personnel engaged in the conduct of the Business) and otherwise only the confidentiality and non-use obligations set forth in the Non-Disclosure Agreement shall continue in full force and effect following the Closing in accordance with its terms. If this Agreement is terminated for any reason prior to the Closing, the Non-Disclosure Agreement shall continue in full force and effect in accordance with its terms. Throughout the period that begins on the Closing Date and ends on the third (3rd) anniversary of the Closing Date, Seller shall, and shall cause each of its Affiliates and each of its and their Representatives to, treat and hold as confidential all, and shall not disclose, and shall cause each of its Affiliates and each of its and their Representatives to not disclose, any Confidential Information concerning the Business or the Purchased Assets that otherwise did not transfer to Buyer as a Purchased Asset without the Buyer's prior written consent, provided, however, that the Confidential Information shall not include

any information that (a) is or becomes publicly available other than as a result of a disclosure violation of this Section 8.2, (b) is or becomes available to Seller, its Affiliates or its Representatives on a non-confidential basis from a source other than Buyer, provided that such source was not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to Buyer or its Affiliates or (c) that is required to be disclosed by Seller in connection with its public company financial reporting obligations. If Seller or any of its Affiliates are compelled to disclose any information by judicial or administrative process or by other requirements of Applicable Law, Seller shall notify Buyer, provide a copy of the proposed disclosure, if requested by Buyer, assist Buyer (at its expense) in seeking a protective order or other appropriate remedy in response to such request or requirement and if such protective order or other remedy is not obtained, Seller shall disclose only that portion of such information which Seller is advised by its counsel is legally required to be disclosed.

8.3 License to and Phase-out of Seller Retained Marks. Seller hereby grants to Buyer a limited, fully-paid, royalty-free, exclusive right (as to the licensed goods specified in this Section 8.3 only) to use any of the Seller Retained Marks on and in connection with (a) any Finished Goods Inventory and/or any Inventory purchased by Buyer at Closing or (b) any Business Products manufactured, packaged, sold or distributed by or on behalf of Buyer or its Affiliates during the period from Closing until six (6) months after Closing (the "Transition Period"). Buyer agrees to use its best efforts to cease all use of the Seller Retained Marks as soon as reasonably practicable after the Closing, but in any event, no later than the expiration of the Transition Period. Following the expiration of the Transition Period, Buyer shall (i) cease all use of the Seller Retained Marks, (ii) deplete, remove, destroy, cover or strike over all Seller Retained Marks from any labeling, stationery, forms, supplies, displays, advertising and promotional materials, manuals, and other materials existing as of Closing that bear any Seller Retained Mark, and (iii) remove all Seller Retained Marks from all websites, email and other online materials and from all signage and other displays. Notwithstanding the foregoing, Buyer (A) may continue to sell Finished Goods Inventory that bears Seller Retained Marks on packaging or labeling until the expiration of the applicable shelf lives of such Finished Goods Inventory, (B) may continue to use labeling and packaging inventory, including but not limited to any Inventory, existing as of the Effective Time until such packaging and labeling is depleted, and (C) shall only be required to use commercially reasonable efforts to remove, destroy, cover or strike over any Seller Retained Marks embedded in any tooling included in the Purchased Assets. Following the Closing, neither Buyer nor its Affiliates shall contest the validity or ownership of any of the Seller Retained Marks or adopt or employ any Seller Retained Mark except to the extent expressly allowed pursuant to this Section.

8.4 Post Closing Extension of Assigned Contracts. Buyer shall not renew or otherwise extend, or permit the renewal or extension of, the existing term of, or create any new or additional obligations under, any Assigned Contracts after Closing, except to the extent that neither Seller nor any of its Affiliates would reasonably be expected to have any additional potential Liability or responsibility thereunder arising as a result of any such renewal, extension or other modification; provided, that, notwithstanding the foregoing, Buyer shall be permitted to enter into new purchase orders with respect to any Assigned Contracts after Closing and such obligations shall not be deemed to be a breach of this Section.

8.5 Commercially Reasonable Efforts; Further Assurance.

(a) Subject to the terms and conditions of this Agreement, Buyer and Seller shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions (including instituting litigation or any other Action) and to do, or cause to be done, all things necessary or desirable under Applicable Law to consummate the transactions contemplated by this Agreement and the other Transaction Documents as soon as practicable. Notwithstanding the foregoing provisions of this Section 8.5(a) or any other provision of this Agreement, in no event shall Buyer or any of its respective Affiliates be required to propose, negotiate, effect or agree to the sale, divestiture, license or other disposition of any assets or businesses of Buyer or any Buyer Affiliate (including the Purchased Assets) or otherwise take any action that limits the freedom of action with respect to, or its ability to retain any

of the businesses, product lines or assets of Buyer or any Buyer Affiliate (including the Purchased Assets).

(b) Seller and Buyer agree not to participate independently in any meeting or call with any Governmental Authority (with the exception of calls that are of an administrative nature) in connection with the Transaction Documents or the transactions contemplated thereby and, to the extent permitted by Applicable Laws, shall provide the other with reasonable advance notice of any meeting to which it would have been convened. Buyer and Seller shall promptly furnish the other with a copy of all material correspondence or other communications (and memoranda setting forth the substance thereof) received or provided by Buyer or Seller, as applicable, from or to a Governmental Authority relating to the transactions contemplated by the Transaction Documents (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine).

8.6 Public Announcements. Upon the execution of this Agreement, Buyer shall issue an initial press release, in a form mutually agreed upon by Seller. From and after the date hereof and through the Closing Date, the parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and neither party shall issue any press release or make any public statement, filing or other disclosure prior to obtaining the other party's written approval, which approval shall not be unreasonably withheld, conditioned or delayed, except that no such approval shall be necessary to the extent such disclosure may be required by Applicable Law or the rules of any stock exchange or quotation system or other regulatory or supervisory body or the rules of any securities exchange to which the disclosing party is subject, in which case the non-disclosing party shall be provided with prior notice of such disclosure to the extent practicable; provided, that a party may make such disclosure that is consistent with prior disclosure made in compliance with this Section 8.6 to the extent such party is required to make such disclosures in connection with the requirements of Applicable Law or the rules of any stock exchange or quotation system.

8.7 Notices of Certain Events. From the date hereof until the Closing Date (or, if earlier, the termination of this Agreement), each of Seller and Buyer shall promptly notify the other party in writing of: (a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or any of the Transaction Documents; (b) any material notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement or any of the Transaction Documents; (c) the commencement of any Action that, if pending on the date of this Agreement, would have been required to be disclosed pursuant to, in the case of Seller, Section 6.10; and (d) any breach or event, the occurrence of which would result in the failure of a condition set forth in Article IX to be satisfied; provided, that a party's failure to comply with this Section 8.7 shall not provide the other party hereto or any of such other party's Affiliates with a right not to effect the transactions contemplated by this Agreement solely as a result of such breach.

8.8 Access to Information.

(a) From the date hereof until the Closing Date (or, if earlier, the termination of this Agreement), and subject to Applicable Law and the Non-Disclosure Agreement, upon reasonable notice, Seller will (i) give Buyer, its counsel and other authorized Representatives reasonable access (including the right to make, at Buyer's expense, photocopies) to the offices, books and records, Assigned Contracts, and other documents of the Business (including any additional financial, operating, and other data and information relating to the Business that is already prepared by Seller or its Affiliates) for any reasonable purpose related to this Agreement and transactions contemplated hereby, (ii) instruct the employees, independent accountants, counsel and financial advisors of Seller and request third-party co-manufacturers to reasonably cooperate with Buyer in its investigation of the Business, including, without limitation, with respect to each of (i) and (ii), such reasonable access and cooperation

as needed for Buyer to conduct and complete an audit of the inventory of the Business prior to Closing. Notwithstanding the foregoing, Buyer and its Representatives shall not have access to any properties of Seller or its Affiliates for purposes of conducting any sampling or other invasive investigation, including of the air, soil, soil gas, surface water, groundwater, building materials or other environmental media without the consent of Seller, which may be granted or withheld in Seller's sole discretion. Except as set forth on Exhibit 8.8 or otherwise in Buyer's ordinary course of business consistent with past practice unrelated to the transactions contemplated by this Agreement, without prior written consent of Seller and in coordination with Seller, Buyer and its Affiliates shall not, prior to the Closing Date contact any customer, vendor, supplier or employee of, or any Person having business dealings with, Seller or its Affiliates with respect to the Business or with respect to any aspect of the transactions contemplated under this Agreement or any of the other Transaction Documents.

(b) From and after the Closing Date (or, if earlier, the termination of this Agreement), and subject to Applicable Law, upon reasonable notice and request, Buyer will afford Seller and its authorized Representatives reasonable access to its books, records, employees and auditors solely to the extent exclusively related to the Business or the Purchased Assets (i) to the extent requested to permit Seller or any of its Affiliates to comply with their financial reporting, accounting or auditing obligations with respect to any period ending before the Closing Date, (ii) in connection with any Action related to the conduct or ownership of the Purchased Assets or the Business for which Seller or such Affiliate has retained any Liability under the Agreement, and (iii) otherwise to the extent that Seller, in requesting such access, reasonably deems such access necessary or desirable in connection with its tax or litigation matters.

(c) In furtherance of the foregoing, from and after the Closing Date, Buyer will and, as applicable, will cause its employees and its Affiliates to make themselves available for consultation with respect to settlement discussions and to attend strategy sessions and judicial and arbitration proceedings, as requested by Seller, its Affiliates or their respective Representatives in connection therewith during normal business hours and upon reasonable advance notice.

(d) Any access granted to either party or its Representatives pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the party granting such access. The party to whom such access or other cooperation is granted pursuant to this Section shall bear all of the out-of-pocket costs and expenses (including reasonable and documented attorneys' fees, but excluding reimbursement for general overhead, salaries and employee benefits) reasonably incurred by the other party or its Representatives in connection therewith.

(e) Notwithstanding anything to the contrary contained herein, nothing in this Section shall require (i) Seller or Buyer, as applicable, to provide the other party or its Representatives with access to (A) personnel records of employees relating to individual performance or evaluation records, medical histories or other information which, in the disclosing party's good faith opinion, is sensitive or the disclosure of which could subject such party or its Affiliates to risk of liability, or (B) information the disclosure of which, in the disclosing party's good faith opinion (v) would result in disclosure of any information that is competitively or commercially sensitive, (w) would unreasonably interfere with the operation of its and its Affiliates' respective businesses, (x) would conflict with confidentiality obligations to which such party or any of its Affiliates is bound, or (y) would reasonably be expected to result in the forfeiture or waiver of any attorney-client or similar privilege; provided that, in the case of this clause (y), the disclosing party shall use commercially reasonable efforts to provide the other party, to the extent possible, with access to the relevant information in a manner that would not reasonably be expected to result in the forfeiture or waiver of any such attorney-client or similar privilege, or (ii) either party's independent accountants to make available to the other party or its Representatives any work papers unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such independent accountants. Further, notwithstanding anything to the contrary in this Agreement, Seller

shall not be required to disclose any information to Buyer if such disclosure would, in Seller's sole discretion: (1) jeopardize any attorney-client or similar privilege; or (2) violate or contravene any Applicable Law (including privacy and data security laws and requirements), fiduciary duty or binding agreement entered into prior to the date of this Agreement.

8.9 **Insurance Coverage.** From and after the Closing, the Business and the Purchased Assets shall cease to be insured by Seller's and its Affiliates' insurance policies or by any of its self-insurance programs. For the avoidance of doubt, Seller and its Affiliates shall retain all rights to control such insurance policies and self-insurance programs, including the right to exhaust, settle, release, commute, buy back or otherwise resolve disputes with respect to any of its insurance policies and self-insurance programs.

8.10 **Prorations.** Personal property Taxes, assessments and similar items, if any, due with respect to the Purchased Assets for the tax period that includes, but does not end on the Closing Date shall be allocated to the portion/periods prior to and after the Closing Date based on portioning the amount of such Taxes for the entire Tax period on a per day basis, and all such Taxes, assessments and similar items allocable to any period prior to the Closing Date shall be paid by Seller, and all such Taxes, assessments and similar items allocable to any period on or subsequent to the Closing Date shall be paid by Buyer. Notwithstanding the above, there shall be no duplication of adjustments reflected in Closing Inventory Amount.

8.11 **Withholding.** Buyer and its agents shall be entitled to deduct and withhold any amounts required to be withheld under Applicable Law from any payments to be made with respect to the transactions contemplated by this Agreement. To the extent amounts are so deducted and withheld and paid to the applicable Governmental Authority, they shall for all purposes of this Agreement be treated as paid to the applicable person in respect of whom such deduction or withholding was made.

8.12 **Record Retention.**

(a) All books and records of the Business that are included as Purchased Assets shall be retained by Buyer for a period of seven (7) years after the Closing or such longer period as required by Applicable Law (the "Retention Period"). During the Retention Period, Buyer shall allow Seller and its Representatives reasonable access to review, inspect and/or copy such records (at Seller's cost) upon reasonable advance written notice and during normal business hours, under the supervision of the Buyer's personnel and in such a manner as not to unreasonably interfere with the normal operations of the Business. In the event Buyer intends to destroy any such records at the end of the Retention Period, Buyer shall first notify Seller at which time Seller shall have the right to remove such records at its own cost.

(b) All books and records of the Business relating to periods prior to Closing which shall not have otherwise been delivered to Buyer (including any books and records that were prohibited from transferring under Applicable Law but would otherwise constitute Purchased Assets) shall be retained by Seller for the Retention Period. During the Retention Period, Seller shall allow Buyer and its Representatives reasonable access to review, inspect and/or copy such records (at Buyer's cost) upon reasonable advance written notice and during normal business hours, under the supervision of Seller's personnel and in such a manner as not to unreasonably interfere with the normal operations of Seller. In the event Seller intends to destroy any such records at the end of the Retention Period, Seller shall first notify Buyer at which time Seller shall have the right to remove such records at its own cost.

(c) Buyer and Seller shall further cooperate with and provide to the other party any such records and information as may be reasonably requested after Closing for purposes of finalizing such party's accounting, Tax and other Business-related records, and for monitoring, resolving or responding to any audits, investigations, disclosures or other government inquiries relating to the

Business. Such information shall be furnished to the requesting party without charge, except that the requesting party will reimburse the other party for any out-of-pocket copy costs.

8.13 Cooperation with Litigation and Investigations.

(a) From and after the Closing, the parties hereto shall reasonably cooperate with each other and each other's counsel, at the requesting party's sole cost and expense (and with respect to the Existing Claims, at the Seller's sole cost and expense), in connection with the prosecution, defense or resolution of any Action or dispute (other than an Action or dispute against any other party to this Agreement) that existed prior to the Closing Date involving the Business or the Purchased Assets and involving one or more third parties or Governmental Authorities, including but not limited to affording reasonable access to, upon reasonable advance notice and during normal business hours, and information regarding, amounts in dispute and documentation created in the running of the Business relating to such Action, subject to the terms of Section 8.8(e), all at the cost and expense of the contesting or defending party (unless the contesting or defending party is entitled to indemnification therefor under Article XI hereof), including reasonable and documented attorney's fees. Buyer and Seller shall keep the other informed of factual and procedural developments in connection with any such Action and further agree that they share a common interest in each such Action and, to the fullest extent permitted by Applicable Law, their communications related to or regarding each such Action are confidential to the parties and are further protected by the common interest doctrine. Further, no compromise or settlement of any such Action in any manner adverse to Buyer or its Affiliates (including, without limitation, to the extent such compromise or settlement would cause reputational harm to the Business, which such determination is to be made in Buyer's sole discretion) may be effected by Seller without Buyer's consent (which consent shall not be unreasonably withheld) unless (1) there is no funding or admission of any violation or Applicable Law or the rights of any Person by Buyer (or any of its Affiliates or their respective directors, managers, officers, employees, shareholders, members, agents or representatives) and no effect on any other claims made against Buyer (or any of its Affiliates or their respective directors, managers, officers, employees, shareholders, members, agents or representatives), (2) a complete and unconditional release by the third party of Buyer and its Affiliates of such Action and (3) the sole relief provided is monetary damages that are paid in full by Seller.

8.14 Payment to and From Third Parties.

(a) Seller shall, or shall cause its applicable Affiliate to, promptly pay or deliver to Buyer or its Affiliate any monies, checks relating to the conduct or operation of the Business after the Closing or in respect of any Purchased Asset or Assumed Liability, that have been delivered to Seller or any of its Affiliates after the Closing, including any monies or checks sent by customers or other contracting parties of the Business, and to promptly reimburse Buyer or its Affiliates for any reimbursements, refunds, rebates, credits, allowances, customer deductions, setoffs, adjustments or any other similar amounts paid by Buyer or its Affiliates to the extent such payments are made in respect of any Excluded Asset or that are otherwise attributable to the Business or any Purchased Asset or Assumed Liability prior to the Effective Time.

(b) Buyer shall, or shall cause its applicable Affiliate to, promptly pay or deliver to Seller or its Affiliate any monies or checks relating to the conduct or operation of the Business or any Purchased Asset or Assumed Liability prior to the Closing or in respect of any Excluded Asset or other businesses of Seller other than the Business that have been delivered to Buyer or any of its Affiliates after the Closing, and to promptly reimburse Seller or its Affiliates for any reimbursements, refunds, rebates, credits, allowances, customer deductions, setoffs, adjustments or any other similar amounts paid by Seller or its Affiliates to the extent such payments are made in respect of any Purchased Asset or Assumed Liability or that are otherwise attributable to the Business after the Effective Time.

(c) The parties hereto acknowledge and agree there is no right of offset regarding such payments and a party may not withhold funds received from third parties for the account of the

other party in the event there is a dispute regarding any other issue under this Agreement or any other Transaction Document.

8.15 Further Assurances; Wrong Pockets.

(a) Each party shall, and shall cause its Affiliates, at any time, and from time to time after the Closing Date, upon the reasonable request of the other party and without additional consideration, to execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, bills of sale, deeds, assignments, transfers, conveyances, powers of attorney, assurances, further instruments of assumption and such additional action as may be reasonably requested by the other party to effect, consummate, confirm or evidence the sale and transfer to Buyer of the Purchased Assets, or to vest ownership of the Purchased Assets in the Buyer or the Business or to effect, consummate, confirm or evidence the transactions contemplated hereby or to otherwise carry out the purposes of this Agreement. Without limiting the foregoing, upon the written request of Buyer, Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts to cause third parties possessing any Purchased Assets to promptly deliver such Purchased Assets to the Buyer (at Buyer's cost).

(b) Without limiting the generality of the foregoing, if at any time following the Closing, Seller or any of its Affiliates become aware or Buyer of any of its Affiliates demonstrate, or it otherwise becomes apparent, that any assets, rights, Liabilities or properties that properly constitute a Purchased Asset or an Assumed Liability were not transferred to Buyer at the Closing, then Seller shall, and shall cause its applicable Affiliates to, as promptly as practicable, take all steps reasonably necessary to transfer and deliver any and all right, title and interest in and to such assets, rights, Liabilities or properties to Buyer without the payment by Buyer of any further consideration therefor, pursuant to an instrument of transfer reasonably satisfactory to Buyer. If at any time following the Closing, Buyer becomes aware or Seller demonstrates, or it otherwise becomes apparent, that certain assets that do not properly constitute Purchased Assets were transferred to Buyer at the Closing, then Buyer shall as promptly as practicable take all steps reasonably necessary to transfer and deliver any and all of such assets to Seller without the payment by Seller of any further consideration therefor, pursuant to an instrument of transfer reasonably satisfactory to Seller.

8.16 GS1 Prefixes. Following the Closing, with respect to any GS1 prefix that is not a Purchased Prefix and that is used in connection with the Business Products as of the effective date of this Agreement, Buyer shall have the right to continue to use such GS1 prefix in connection with the production, distribution, marketing and sale of the Business Products until such time as all packaging, finished goods or other materials using such GS1 prefix have been sold, but in any event, no later than twenty-four (24) months from and after the Closing Date.

8.17 Exclusivity. During the period from the date of this Agreement through the Closing or the earlier termination of this Agreement pursuant to Article X hereof, Seller shall not, and shall cause its Affiliates and their respective officers, directors, agents and representatives to not, and shall not permit any other Person on behalf of any of them to, directly or indirectly, (a) discuss, seek, encourage, negotiate, undertake, initiate, authorize, recommend, solicit, propose, accept or enter into, whether as the acquiring or acquired corporation or otherwise, any transaction involving a business combination, acquisition or disposition of all or any material portion of the Business or the Purchased Assets, whether solicited or unsolicited (an "Acquisition Transaction"), other than the transactions contemplated herein, (b) facilitate, encourage, solicit, or initiate negotiations of, inquiries related to, or submissions of proposals or offers from any Person in respect of an Acquisition Transaction, (c) furnish or cause to be furnished to any Person, any information concerning the business, operations, or assets of the Business or concerning the Purchased Assets in connection with an Acquisition Transaction, or (d) enter into any Contract or agreement in principle with respect to any Acquisition Transaction. Seller and its Affiliates shall, and shall cause their respective Representatives to, (x) immediately cease and cause to be terminated any existing discussions, negotiations, arrangements or other activities with any Person

(other than Buyer and its Affiliates) conducted heretofore with respect to any potential Acquisition Transaction and (y) use their reasonable best efforts to obtain the return or destruction of, in accordance with the terms of the applicable confidentiality agreement, confidential information previously furnished by Seller or any of its Affiliates, or its or their respective Representatives, to any Person (other than Buyer and its Affiliates) with respect to any potential Acquisition Transaction.

8.18 **R&W Insurance Policy.** Buyer shall bind effective coverage under the R&W Insurance Policy on the date hereof. From and after the Closing Date, Buyer shall take all actions and do all things necessary, proper or advisable to cause the R&W Insurance Policy to remain in full force and effect, including by: (i) complying with the material terms and conditions of the R&W Insurance Policy; (ii) paying when due all premiums, fees, costs and Taxes payable thereunder and (iii) satisfying in accordance with the R&W Insurance Policy all conditions necessary for the issuance of continuance of coverage under the R&W Insurance Policy. Buyer and its Affiliates shall not take any action to terminate, cancel, amend, waive or otherwise modify the R&W Insurance Policy, or any of the coverage thereunder in a manner materially adverse to Seller, without the prior written consent of the Seller (not to be unreasonably withheld, conditioned or delayed).

8.19 **Restrictive Covenants.**

(a) From the Closing Date until the second (2nd) anniversary thereof ("Restricted Period"), without the prior written consent of Buyer, Seller shall not, directly or indirectly, whether as an operator, owner, partner (whether general or limited), joint venturer, or any other relationship similar to the foregoing, within the Restricted Area, engage in, own or control any interest in, the Restricted Business; provided, however, that nothing herein shall restrict Seller from (i) holding, as a passive investor, solely for purposes of a Seller or Seller Affiliate sponsored retirement plan, no more than five percent (5%) equity interest in any person, (ii) acquiring a business (or interest therein, and continuing to operate such acquired business, that includes the production, manufacture, distribution, marketing and sale of frozen seafood products, so long as such frozen seafood products account for not more than five percent (5%) of such business's total sales for the 12-month period ending ninety (90) days prior to such acquisition, (iii) continuing the production, manufacture, distribution, marketing or sale of the products set forth on Schedule 8.19(a); (iv) producing, manufacturing, distributing, marketing or selling plant based products; provided such products do not contain frozen seafood, including but not limited to under Seller's "Gardein" brand; or (v) producing, manufacturing, distributing, marketing or selling products covered under the License Agreement.

(b) During the Restricted Period, Buyer shall not, and shall not permit any of its Affiliates to, directly or indirectly, employ or solicit for employment any employee of Seller or any of its Affiliates that is involved in the Business and identified on Section 8.19(b) of the Disclosure Schedule (the "Seller Employees"); provided, however, that Buyer and its Affiliates shall not be restricted from (i) hiring or soliciting for employment any Seller Employee that is terminated by Seller or its Affiliates from and after the date of this Agreement whose employment was terminated by Seller or its Affiliates more than three (3) months prior to the commencement of employment discussions between such Seller Employee and Buyer, (ii) soliciting any Seller Employee by general employment advertising or the use of third party employment agencies (so long as such agencies are not directed to target any Seller Employee), or (iii) hiring any Seller Employee who responds to such permitted general employment advertising or that seeks employment with Buyer or its Affiliates on an unsolicited basis.

(c) During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, employ or solicit for employment any employee of Buyer or any of its Affiliates (the "Buyer Employees"); provided, however, that Seller and its Affiliates shall not be restricted from (i) hiring or soliciting for employment any such employee of Buyer that is terminated by Buyer or its Affiliates from and after the date of this Agreement whose employment was terminated by Buyer or its Affiliates more than three (3) months prior to the commencement of employment discussions between such Buyer Employee and Seller, (ii) soliciting any such Buyer Employee by general

employment advertising or the use of third party employment agencies (so long as such agencies are not directed to target any such Buyer Employee), or (iii) hiring any such Buyer Employee who responds to such permitted general employment advertising or that seeks employment with Seller or its Affiliates on an unsolicited basis.

(d) During the Restricted Period, Seller shall not interfere with, disrupt, or take any action that could cause the termination, modification, amendment, or non-renewal of any third-party co-manufacturing relationship transferred to Buyer pursuant to an Assigned Contract.

(e) Notwithstanding anything to the contrary contained in Section 8.19, and for the purposes of clarity, Buyer and Seller specifically agree that the Restrictive Covenants shall not restrict or be binding upon an Affiliate of Seller after it ceases to be an Affiliate of Seller or an Affiliate of Buyer after it ceases to be an Affiliate of Buyer.

(f) If, at the time of enforcement of the covenants contained in this Section 8.19 (collectively, the "Restrictive Covenants"), a court shall hold that the duration, scope or other restrictions stated herein are unreasonable, the parties agree that maximum duration, scope or other restrictions that are reasonable shall be substituted for the stated duration, scope or other restrictions and that the court shall be allowed and directed to revise the restrictions contained herein to cover such maximum and reasonable duration, scope and other restrictions that are permitted by Applicable Laws. The parties have consulted with legal counsel regarding the Restrictive Covenants and based on such consultation have determined and hereby acknowledge that the Restrictive Covenants are reasonable in terms of duration, scope and other restrictions and are necessary, with respect to Seller, to protect the goodwill of the Business and to prevent the impairment of the value conveyed to Buyer through the consummation of the transactions contemplated by this Agreement, and, with respect to Buyer, to protect the businesses retained by Seller.

(g) If any party or any Affiliate of any party breaches, or threatens to commit a breach of, any of the Restrictive Covenants, the other party shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to such party at law or in equity, the right and remedy to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Buyer or Seller, as the case may be, and that money damages would not provide an adequate remedy.

8.20 Financing Cooperation. Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts to cause each of its Affiliates' directors, managers, officers, employees and representatives to use commercially reasonable efforts to provide such cooperation as is reasonably requested by Buyer in connection with the Fourth Amended and Restated Credit Agreement of Buyer or its Affiliates among the parties thereto and Royal Bank of Canada, as administrative agent and collateral agent (the "ABL Agent" and the credit facility thereunder, the "ABL Facility"), including using commercially reasonable efforts to (a) provide information (and subject to the provisions on Buyer's access to information as provided in Section 8.8) to permit the ABL Agent or its representatives to evaluate the Purchased Assets and to facilitate the pledging of the Purchased Assets and the granting of security interests (and the perfection thereof) in such Purchased Assets, in each case, effective upon the Closing, and (b) assist Buyer in obtaining collateral audits, field exams, appraisals, surveys, title insurance, landlord waivers and estoppels, non-disturbance agreements and other documentation and items relating to the Purchased Assets; provided that (A) nothing herein shall require Seller to take any action that would interfere unreasonably with the business or operations of Seller; (B) Seller shall not be required to pay any commitment or other similar fee or make any other payment (other than reasonable out-of-pocket costs, subject to reimbursement by Buyer) or incur any other liability or provide or agree to provide any indemnity that would be effective prior to the Closing with respect to cooperation requested under this Section 8.20.

8.21 **Shared Customer Contracts.** Buyer acknowledges and agrees that Seller and its Affiliates are parties to Contracts with customers of the Business that do not constitute Purchased Assets that relate to both the Business and the other businesses of Seller (each, a “Shared Customer Contract”). Prior to the Closing, Seller shall introduce Buyer to, and facilitate discussions with, the counterparty to any Shared Customer Contract as may be reasonably requested by Buyer.

8.22 **Ocean Explore Game.** [REDACTED]

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8.23 **Transfer of Purchased Assets.** Prior to Closing, Seller shall cause each applicable Affiliate of Seller to convey, transfer, assign and deliver to Seller all of its right, title and interest in and to all Purchased Assets held by such Affiliate, free and clear of all Liens, other than Permitted Liens, required to be conveyed, transferred, assigned or delivered by Seller to Buyer pursuant to this Agreement, and shall provide evidence to Buyer, which shall be satisfactory to Buyer, of the effective transfer and assignment of such Purchased Assets to Seller prior to the Closing.

8.24 [REDACTED]

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ARTICLE IX CONDITIONS TO CLOSING

9.1 **Conditions to Obligations of Buyer and Seller.** The respective obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, at or prior to Closing, of each of the following conditions, any of which may, to the extent permitted by Applicable Law, be waived in writing by Buyer or Seller in such party’s sole discretion, provided, however, that any such waiver shall only be effective as to the obligations of such party:

(a) there shall not be any Applicable Law preventing, restraining, enjoining, impeding, making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any pending Action challenging or seeking to restrain, prevent, change or delay the consummation of the transactions contemplated by this Agreement; and

(b) to the extent that Buyer or Seller has received a request for information (whether written or oral) from any Governmental Authority regarding the transactions contemplated by this Agreement prior to Closing, the Governmental Authority shall have confirmed in writing that it does not require further information and that it has concluded its investigation.

9.2 **Conditions to Obligation of Buyer.** The obligation of Buyer to consummate transactions contemplated by this Agreement shall be subject to the satisfaction, at or prior to Closing, of each of the following conditions, any of which may be waived by Buyer in its sole discretion:

(a) Seller shall have performed in all material respects all of its obligations and agreements and complied in all material respects with all covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing;

(b) (i) the Seller Fundamental Representations shall be true and correct in all respects as of the date hereof and as of the Closing Date (except that those Seller Fundamental Representations which address matters only as of a particular date shall be true and correct as of such particular date) and (ii) the other representations and warranties of Seller included in Article VI shall be true and correct as of the date hereof and as of the Closing Date (except that those other representations

* Redacted as commercially sensitive

and warranties included in Article VI which address matters only as of a particular date shall be true and correct as of such particular date) except, with respect to clause (ii) only, where the failure to be so true and correct would not, individually or in the aggregate, reasonably be expected to result in, a Material Adverse Effect (disregarding any qualification in the text of the relevant representation or warranty as to materiality or Material Adverse Effect set forth therein, other than with respect to (x) the representations and warranties set forth in Section 6.8(c) and (y) the term “Material Contract”);

(c) Buyer shall have received a certificate, dated as of the Closing Date and duly signed by the Vice President of Corporate Strategy and M&A as a duly authorized officer of Seller certifying that the conditions set forth in Section 9.2(a), Section 9.2(b) and Section 9.2(d) have been satisfied;

(d) Since the date of this Agreement there shall not have been any event, change, circumstance, occurrence or effect that has had a Material Adverse Effect; and

(e) On or prior to the Closing Date, Seller shall have delivered to Buyer all agreements, instruments and documents required to be delivered by Seller pursuant to Section 4.3.

9.3 Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, at or prior to Closing, of each of the following conditions, any of which may be waived by Seller in its sole discretion:

(a) Buyer shall have performed in all material respects all of its obligations and agreements and complied in all material respects with all covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing;

(b) (i) the representations and warranties of Buyer made in Article VII shall be true and correct as of the date hereof and as of the Closing Date (except that those representations and warranties of Buyer which address matters only as of a particular date shall be true and correct as of such particular date), except where such failure to be so true and correct would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair Buyer’s ability to consummate the transactions contemplated by this Agreement (disregarding any qualification in the text of the relevant representation or warranty as to materiality set forth therein);

(c) Seller shall have received a certificate, dated as of the Closing Date and duly signed by an authorized officer of Buyer certifying that the conditions set forth in Section 9.3(a) and Section 9.3(b) have been satisfied;

(d) the R&W Insurance Policy shall be in full force and effect; and

(e) on or prior to the Closing Date, Buyer shall have delivered to Seller all agreements, instruments and documents required to be delivered by Buyer pursuant to Section 4.2.

9.4 Frustration of Closing Conditions. Neither Buyer nor Seller may rely on the failure of any condition set forth in this Article IX to be satisfied as a reason to refuse to consummate the transactions contemplated by this Agreement, if such failure was caused by such party’s breach of, or failure to comply with, any provision of this Agreement.

ARTICLE X TERMINATION

10.1 Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written agreement of Seller and Buyer;

(b) by either Seller or Buyer if (i) any permanent injunction, order, decree or ruling by any Governmental Authority of competent jurisdiction preventing, restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated herein shall have become final and nonappealable; or (ii) there shall be any Applicable Law (which shall be final and not subject to further appeal) that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited; provided, however, that the right to terminate pursuant to this Section 10.1(b) shall not be available to any party whose breach of any provision of this Agreement has caused or resulted in such permanent injunction, order, decree or ruling by any Governmental Authority of competent jurisdiction or such Applicable Law being enacted or becoming applicable to the transactions contemplated hereby;

(c) by Buyer, if Buyer is not then in material breach of its obligations under this Agreement, and Seller breaches or fails to perform any of its representations, warranties, covenants or agreements contained in this Agreement and such breach or failure to perform (i) would give rise to the failure of a condition set forth in Sections 9.2(a) and 9.2(b), (ii) cannot be, with commercially reasonable efforts, or has not been, cured within thirty (30) days after notice thereof is provided by Buyer to Seller, and (iii) has not been waived by Buyer;

(d) by Seller, if Seller is not then in material breach of its obligations under this Agreement and Buyer breaches or fails to perform any of its representations, warranties, covenants or agreements contained in this Agreement and such breach or failure to perform (i) would give rise to the failure of a condition set forth in Sections 9.3(a) and 9.3(b), (ii) cannot be, with commercially reasonable efforts, or has not been, cured within thirty (30) days after notice thereof is provided by Seller to Buyer, and (iii) has not been waived by Seller; or

(e) by either Seller or Buyer if the Closing shall not have occurred on or before August 30, 2025, or such later date as the parties may agree upon in writing; provided, however, that the right to terminate this Agreement pursuant to this Section 10.1(e) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the primary cause of, or resulted in, the failure of the Closing to occur on or prior to such date.

The party seeking to terminate this Agreement pursuant to this Section 10.1 (other than Section 10.1(a)) shall give prompt written notice of such termination to the other party.

10.2 **Effect of Termination.** If this Agreement is terminated as provided in Section 10.1, this Agreement shall forthwith become void and there shall be no liability on the part of either party (or any Affiliate or Representative of such party); provided that the Non-Disclosure Agreement, the provisions of Section 1.2, Section 6.16 and Section 7.7, Section 8.2, Section 8.6, this Section 10.2 and Article XII shall survive any such termination; and provided, further that the termination of this Agreement shall not relieve either party hereto from any liability for Fraud or Willful Breach of, or failure to perform, any obligation, covenant or agreement of this Agreement or any agreement made as of the date hereof or subsequent thereto pursuant to this Agreement.

ARTICLE XI SURVIVAL; INDEMNIFICATION

11.1 **Survival of Representations, Warranties and Agreements.** The representations and warranties of Seller contained in this Agreement shall terminate at, and will not survive, the Closing; provided that the Seller Fundamental Representations shall survive until thirty (30) days following the expiration of the applicable statute of limitations. The representations and warranties of Buyer contained in this Agreement shall survive for six (6) months following the Closing Date; provided that the Buyer Fundamental Representations shall survive until thirty (30) days following the expiration of the applicable statute of limitations. Each covenant and agreement of the parties contained in this

Agreement that require performance (a) on or prior to the Closing Date, shall terminate as of the Closing, and (b) following the Closing, shall survive Closing in accordance with its terms. Notwithstanding the preceding two sentences, any breach or inaccuracy of any covenant, agreement, representation or warranty in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding two sentences, if notice of the breach or inaccuracy thereof giving rise to such right of indemnity shall have been given pursuant to this Article XI to the party against whom such indemnity may be sought prior to such time.

11.2 Indemnification.

(a) Effective at and after the Closing, Seller shall indemnify Buyer and its Affiliates and their respective directors, officers, managers, employees, partners, agents, equity holders and representatives and their respective successors and assigns (collectively, the “Buyer Indemnified Parties”) against and agrees to hold each of them harmless from any and all damages, losses, costs, judgments, settlements, Taxes, fines, penalties, injuries, Liabilities and expenses (including reasonable costs of investigation and defense and reasonable attorney’s fees, costs and expenses whether incurred in connection with a Third Party Claim (as defined below) or in connection with pursuing or otherwise prosecuting a direct claim pursuant to Section 11.4 against the Indemnifying Party) (“Damages”) incurred by any Buyer Indemnified Party to the extent arising out of or relating to: (i) any breach of any Seller Fundamental Representation; (ii) any breach of or failure by Seller to perform any covenant, obligation or agreement set out or contemplated by this Agreement; (iii) any Excluded Assets; or (iv) the matters described on Exhibit 11.2(a) (“Specified Claims”).

(b) Effective at and after the Closing, Buyer shall indemnify Seller and its Affiliates and their respective directors, officers, managers, employees, partners, agents, equity holders and representatives and their respective successors and assigns (collectively, the “Seller Indemnified Parties”) against and agrees to hold each of them harmless from any and all Damages incurred by any Seller Indemnified Party to the extent arising out of or relating to: (i) any breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement; (ii) any breach of or failure by Buyer to perform any covenant, obligation or agreement set out or contemplated by this Agreement; or (iii) any Purchased Asset or Assumed Liability.

11.3 Procedures.

(a) Each Person seeking indemnification under this Article XI (the “Indemnified Party”) shall give prompt written notice to the Person from whom indemnification is sought (the “Indemnifying Party”) of the assertion of any claim or the commencement of any Action by any third party (“Third Party Claim”); provided that the failure of the Indemnified Party to give notice as provided in this Section 11.3(a) shall not relieve any Indemnifying Party of its obligations under Section 11.2, except to the extent that such failure actually prejudices the rights of any such Indemnifying Party. Such notice shall set forth in reasonable detail such claim and the basis for indemnification (taking into account the information then available to the Indemnified Party). Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, as promptly as reasonably practicable following the Indemnified Party’s receipt thereof, copies of all material written notices and documents (including material court filings and orders) received by the Indemnified Party relating to the Third Party Claim and the Indemnified Party shall provide the Indemnifying Party with such other information with respect to any such Third Party Claim reasonably requested by the Indemnifying Party. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice and, subject to the rights of the insurers under the R&W Insurance Policy, at its option to assume control of, and defend against, negotiate or settle (subject to Section 11.3(b)) such Third Party Claim; provided, however, the Indemnifying Party will not have the right to assume and control the defense of such Third Party Claim (or, if already assumed, the Indemnified Party will have the right to reassume and control the defense of such Third Party Claim), and the Indemnifying Party shall pay the fees and expenses of counsel retained by the Indemnified Party if (i) the Indemnifying Party fails to accept a tender of the defense of

the Third Party Claim in accordance with this Section 11.3(a), or (ii) the Indemnifying Party abandons the defense of the Third Party Claim. If the Indemnifying Party shall assume the defense of any Third Party Claim, then the Indemnified Party may participate, at his or its own expense, in the defense of such Third Party Claim; provided that if there exists a bona fide and material conflict of interest between the Indemnified Party and the Indemnifying Party with respect to such Third Party Claim, then the Indemnifying Party shall pay for the expense for the Indemnified Party to participate. If notice is given to an Indemnifying Party of the commencement of any Third Party Claim and the Indemnifying Party does not, within thirty (30) days after such notice is given, elect to assume the defense of such Third Party Claim, the Indemnified Party shall have the right to assume the defense of such Third Party Claim at the Indemnifying Party's sole cost and expense. Notwithstanding the foregoing, Seller shall have the sole right, subject to Sections 8.13 and 11.3(b), to control the defense and settlement of the Existing Claims.

(b) Whether or not the Indemnifying Party shall have assumed the defense of a Third Party Claim, including any of the Specified Claims, no Indemnified Party shall admit any liability with respect to, consent to the entry of any judgment, or settle, compromise or discharge, any Third Party Claim, including any Specified Claim, without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably conditioned or withheld. In the event that the Indemnified Party settles any claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably conditioned or withheld), the Indemnifying Party shall have no indemnification obligations under this Article XI with respect to such claim. If the Indemnifying Party shall control the defense of any such claim, the Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of a claim if, pursuant to or as a result of such settlement or cessation, either (i) injunctive or other equitable relief, or (ii) any ongoing covenants (excluding the payment of any amounts) shall be imposed against the Indemnified Party or if such settlement or cessation does not expressly and unconditionally release the Indemnified Party from all liabilities and obligations with respect to such claim or if such settlement or cessation results in the admission of any violation of Applicable Law. In the event that the Indemnifying Party proposes such a settlement to any claim with respect to which the Indemnifying Party is or was entitled to defend, which settlement is satisfactory to the party instituting such claim and (i) there is no finding or admission of any violation of Applicable Law or the rights of any Person by the Indemnified Party (or any of its Affiliates or their respective directors, managers, officers, employees, shareholders, members, agents, or representatives) and no effect on any other claims that may be made against the Indemnified Party, (ii) there is a complete and unconditional release by the third party of the Indemnified Party and its Affiliates of such Action and (iii) the sole relief provided is monetary damages that are paid in full by (A) insurance or (B) the Indemnifying Party, and the Indemnified Party withholds its consent to such settlement, and thereafter a final judgment is entered against the Indemnifying Party or Indemnified Party pursuant to which Damages exceed the amount of the proposed settlement, then in such case the Indemnifying Party shall have no obligation to indemnify the Indemnified Party under this Article XI against and in respect of the amount by which the Damages resulting from such final judgment exceed the amount of the proposed settlement. If the Indemnifying Party assumes the defense of any Third Party Claim, including any Specified Claim, then the Indemnifying Party will keep the Indemnified Party reasonably informed of the progress of the defense and any compromise or settlement of such claim and will consult with, when appropriate, and consider any reasonable advice from, the Indemnified Party with respect to such defense, compromise or settlement.

(c) Each party shall reasonably cooperate, and cause their respective Affiliates to reasonably cooperate, at the Indemnifying Party's sole cost and expense, in the defense or prosecution of any Third Party Claim, including any Specified Claim, from and after Closing, and shall timely furnish or cause to be furnished such records, information verifications and testimony, and attend such conferences, depositions, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith, at the Indemnifying Party's sole cost and expense.

11.4 **Direct Claim Procedures**. In the event an Indemnified Party has a claim for indemnity under Section 11.2 against an Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party agrees to give notice in writing of such claim to the Indemnifying Party, which notice shall in no event be delivered to the Indemnifying Party later than forty-five (45) days after the Indemnified Party first learns of the facts on which such claim is based (the "Notice Period"). Such notice shall set forth in reasonable detail such claim and the basis for indemnification and the amount of Damages incurred or that such Indemnified Party reasonably estimates in good faith is likely to be incurred in connection with such claim to the extent reasonably available to the Indemnified Party at such time (taking into account the information then available to the Indemnified Party). The failure to notify the Indemnifying Party as promptly as practicable within the Notice Period shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent that such failure shall have actually prejudiced the Indemnifying Party, and in any event, the Indemnifying Party shall have no indemnification obligation in respect of any claim for which notice is delivered following expiration of the applicable Notice Period for such claim, if any.

11.5 **Limitations; Calculation of Damages**.

(a) Except with respect to claims based on Fraud, the Buyer Indemnified Parties' sole recourse for any breach or inaccuracy of any representation or warranty made by Seller in this Agreement (other than Seller Fundamental Representations) shall be the R&W Insurance Policy and Seller shall not be liable to any Buyer Indemnified Parties for any breach or inaccuracy of any representation or warranty set forth in this Agreement (other than Seller Fundamental Representations), and Buyer shall not bring an Action against Seller or any of its Affiliates with respect to a claim for a breach or inaccuracy of any representation or warranty set forth in this Agreement (other than Seller Fundamental Representations); provided, however, within fourteen (14) days following the date of its receipt of Buyer's invoice in connection with the same, Seller will reimburse Buyer for an amount equal to [REDACTED] of the R&W Insurance Policy Retention Amount as and when incurred by Buyer with respect to claims thereunder. For purposes of this Agreement, the "R&W Insurance Policy Retention Amount" means the amount of the deductible under the R&W Insurance Policy.

(b) Except with respect to claims based on Fraud or Willful Breach (excluding, however, any claims for Willful Breach by Seller of any pre-Closing covenant that is expressly waived by Buyer pursuant to Article IX) and claims pursuant to Sections 11.2(a)(iii) and 11.2(a)(iv), the maximum aggregate amount of Damages for which the Buyer Indemnified Parties shall be entitled to recover for any claim for indemnification pursuant to Sections 11.2(a)(i) and 11.2(a)(ii) shall be an amount equal to the Purchase Price (the "Cap"). Further, in the event of any claim for indemnification with respect to Damages pursuant to Sections 11.2(a)(i) and 11.2(a)(ii), the Buyer Indemnified Parties must seek recovery and indemnification through the R&W Insurance Policy (subject to any retention or deductible amount under the R&W Insurance Policy), which is a condition precedent to seeking recovery or indemnification for such claim from the Seller pursuant to this Agreement; provided, however, any claim for indemnification with respect to Damages pursuant to Section 11.2(a)(ii) shall survive the time at which it would otherwise terminate pursuant to Section 11.1, if a Buyer Indemnified Party provides notice of such claim to Seller prior to such time.

(c) Except with respect to claims based on Fraud or Willful Breach, and claims pursuant to Section 11.2(b)(iii), the maximum aggregate amount of Damages for which the Seller Indemnified Parties shall be entitled to recover for any claim for indemnification pursuant to Section 11.2(b)(i) and 11.2(b)(ii) shall be an amount equal to the Cap.

(d) The amount of any Damages payable under Section 11.2 by the Indemnifying Party shall be net of any amounts actually recovered by the Indemnified Party or its Affiliates under applicable insurance policies (including from the R&W Insurance Policy) (net of any actual costs, expenses, retention, or premium increases to the extent directly attributable to such claim incurred by such Indemnified Party in collecting such amount). If and only to the extent the Buyer Indemnified Parties

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are unable to bring a claim in respect of Damages pursuant to Sections 11.2(a)(i) and 11.2(a)(ii) against the R&W Insurance Policy (other than with respect to any retention or deductible amount thereunder) using best efforts, Buyer Indemnified Parties shall then be entitled to bring a claim for indemnification pursuant to the terms and subject to the conditions and limitations in this Article XI; provided, however, any claim in respect of Damages pursuant to Section 11.2(a)(ii) shall survive the time at which it would otherwise terminate pursuant to Section 11.1, if a Buyer Indemnified Party provides notice of such claim to Seller prior to such time.

(e) The Indemnifying Party shall not be liable under Section 11.2 for (i) any Damages relating to any matter to the extent that the Indemnified Party had otherwise been compensated for such matter pursuant to the calculation of the Closing Inventory Amount, or (ii) (A) Damages for lost profits or diminution in value (except to the extent the foregoing Damages constitute direct damages) (B) incidental, indirect, special, exemplary, punitive, opportunity cost, or other similar Damages and (C) Damages based on any multiple of earnings or similar calculation (provided, however, that to the extent Exhibit 11.2(a) expressly permits recovery for certain Damages, those specific Damages with respect to such Specified Claim shall not be deemed to be waived by this subpart (ii)).

(f) Each Indemnified Party will use commercially reasonable efforts to mitigate in accordance with Applicable Law any Damage for which such Indemnified Party seeks indemnification under this Agreement, including by (i) taking any actions reasonably requested by the Indemnifying Party for such purpose, and (ii) using commercially reasonable efforts, to make recoveries under the R&W Insurance Policy. If such Indemnified Party mitigates its Damages after the Indemnifying Party has paid the Indemnified Party under any indemnification provision of this Agreement in respect of that Damage, the Indemnified Party must notify the Indemnifying Party and pay to the Indemnifying Party the extent of the value of the benefit to the Indemnified Party of that mitigation (less the Indemnified Party's reasonable costs of mitigation) within three (3) Business Days after the benefit is received.

(g) For purposes of this Article XI, in determining (i) whether any breach of any representations and warranties in this Agreement or any certificate delivered pursuant to this Agreement has occurred, and (ii) the amount of Damages resulting from or arising out of such breach, all qualifications or exceptions in any representation or warranty relating to or referring to the terms "material", "materiality", "in all material respects", "Material Adverse Effect" or any similar term or phrase shall be disregarded, it being the understanding of the parties to this Agreement that for purposes of determining liability on this Article XI, such representations and warranties of Seller shall be read as if such terms and phrases were not included therein, in each case, other than with respect to (x) the representations and warranties set forth in Section 6.8(c) and (y) the term "Material Contract".

(h) Any indemnification payment made pursuant to this Agreement shall be treated by Buyer and Seller as an adjustment to the Purchase Price for Tax purposes.

11.6 No Double Recovery. No Indemnified Party shall be entitled to double recovery (or recovery more than once) for the amount of any Damages indemnified by the Indemnifying Party under this Article XI (even if such Damage may have resulted from more than one of the occurrences specified in Section 11.2(a) or (b), as the case may be).

11.7 Sole Remedy. From and after the Closing, other than (i) the right to seek specific performance or other non-monetary relief for breach of any covenant or agreement contained herein, (ii) any causes of action arising under any other Transaction Document, (iii) with respect to Article V herein and (iv) with respect to claims based on Fraud or Willful Breach (excluding, however, any claims for Willful Breach by Seller of any pre-Closing covenant that is expressly waived by Buyer pursuant to Article IX), the parties acknowledge and agree that indemnification pursuant to the provisions of this Article XI shall be the parties' sole and exclusive remedy of the parties with respect to any claim related to or arising out of or resulting from this Agreement and the transactions contemplated hereby.

ARTICLE XII
MISCELLANEOUS

12.1 **Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense; provided, however, [REDACTED] of any Transfer Tax and similar fees arising or incurred in connection with the transfer of the Purchased Assets and the party responsible under applicable Law for submitting payment of such Transfer Taxes to the applicable taxing authority shall timely submit such payments (subject to reimbursements by the other party for taxes borne by such other party pursuant to this section) and file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes. [REDACTED]

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12.2 **Termination of Services.** Buyer acknowledges that as of the Closing Date, neither Seller nor any of its Affiliates shall have any obligation to provide any support or other services to Buyer relating to the Business or the Purchased Assets other than those services expressly required to be provided pursuant to the Transition Services Agreement, and that the termination of such support or other services does not constitute a breach of this Agreement.

12.3 **Governing Law.** This Agreement, including the validity hereof and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts made and to be executed entirely in such state (without giving effect to the conflicts of laws provisions thereof).

12.4 **Venue.** Any Action arising out of or relating to this Agreement or any other Transaction Document may only be brought in the federal or state courts located in Wilmington, Delaware. Each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience or forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court, and agrees not to bring any legal action or proceeding arising out of or relating to this Agreement or any other Transaction Document in any other court. Any party may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained agreement of the parties irrevocably agreeing to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in this Section may be served on any party anywhere in the world.

12.5 **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (a) THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR THEREOF OR (b) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

12.6 **Enforcement; Remedies.** The rights, remedies, powers and privileges expressly provided in this Agreement are cumulative and not exclusive. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, in addition to any other relief expressly afforded under the terms of this Agreement, each of the parties shall be entitled to seek specific performance of the terms thereof, including an injunction or injunctions to prevent breaches of this Agreement and to seek to enforce specifically the terms and provisions of this Agreement in any Action to enforce the terms of this Agreement. If any court determines that any part of this Agreement is illegal, void as against public policy or otherwise unenforceable, the relevant part will automatically be amended

* Redacted as commercially sensitive

to the minimum extent necessary to make it sufficiently narrow in scope, time and geographic area to be legally enforceable. All other terms will remain in full force and effect. Either party may expressly waive in writing the other's non-compliance with any conditions to Closing.

12.7 **Effect of Headings.** The headings of the various articles, sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting, or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.

12.8 **Notices.** Any notice or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when (a) delivered to the appropriate address by hand or by recognized overnight courier service (costs prepaid), (b) sent by email with confirmation of transmission by the transmitting equipment or receiving Person, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or email addresses and marked to the attention of the person (by name or title) designated below (or to such other address, email address or person as a party hereto may designate by notice to the other parties in accordance with this Section):

if to Buyer or Buyer Guarantor to:

High Liner Foods (USA), Incorporated
c/o High Liner Foods Incorporated
1959 Upper Water Street, Suite 508
Halifax, Nova Scotia, NS B3J 3N2

[REDACTED] *
[REDACTED]
[REDACTED]

with copies (which shall not constitute notice) to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Blake Liggio; Amanda J. Gill
Email: BLiggio@goodwinlaw.com;
AGill@goodwinlaw.com

if to the Seller to:

ConAgra Foods Packaged Foods, LLC
Eleven ConAgra Drive
Omaha, NE 68102

[REDACTED] *
[REDACTED]
[REDACTED]

with copies (which shall not constitute notice) to:

* Redacted as commercially sensitive

Conagra Brands, Inc.
222 W. Merchandise Mart Plaza
Chicago, Illinois 60654
Suite 1300

[REDACTED] *

and

McGrath North Mullin & Kratz, PC LLO
1601 Dodge Street
Suite 3700
Omaha, Nebraska 68102
Attention: Stacey Shadden and Rachel Meyer
Email: sshadden@mcgrathnorth.com and
rmeyer@mcgrathnorth.com

12.9 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns. This Agreement may not be transferred, assigned, pledged or hypothecated by any party hereto without the prior written consent of the other parties hereto; provided, however, that (i) Seller may assign or delegate all or part of its rights and obligations under this Agreement to one or more Affiliates (it being agreed that any such assignment or delegation shall not relieve Seller of its obligations under this Agreement) upon prior written notice to Buyer and (ii) Buyer shall have the right to assign or delegate all or part of its rights and obligations under this Agreement to one or more Affiliates upon prior written notice to Seller; provided, further, that no such assignment shall release either party from any liability under this Agreement. Any attempted assignment or designation in contravention of this provision shall be void.

12.10 **Disclosure Schedule.** The disclosures in the Disclosure Schedules are to be taken as relating to the representations and warranties of Seller set forth in the corresponding section of this Agreement and in each other section of this Agreement to the extent it is reasonably apparent on its face that such information applies to such other section, notwithstanding the fact that the Disclosure Schedules are arranged by sections corresponding to the sections in this Agreement or that a particular section of this Agreement makes reference to a specific section of the Disclosure Schedules and notwithstanding that a particular representation and warranty may not make a reference to the Disclosure Schedules. The inclusion of information in the Disclosure Schedules shall not be construed as or constitute an admission or agreement that a violation, right of termination, default, liability or other obligation or Liability of any kind exists with respect to any item, nor shall it be construed as or constitute an admission or agreement that such information is material. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Neither the specifications of any dollar amount in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedules is intended 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 Person 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 Schedules is or is not material for purposes of this Agreement. Further, neither the specification of any item or matter in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedules 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 Person shall use the fact of setting forth or the inclusion of any such items 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 Schedules is or is not in the ordinary course of business for purposes of this

* Redacted as commercially sensitive

Agreement. From time to time prior to the Closing, with the prior written consent of Buyer, Seller may revise Exhibits 2.1(b), 2.1(d), 2.1(e), 2.1(g) and 2.1(h) to reflect any additional assets that should have been included on such Exhibits as of the date of this Agreement, and references to such Exhibits shall be to such Exhibits as so supplemented, modified and/or updated.

12.11 **Entire Agreement.** The Transaction Documents and the Non-Disclosure Agreement, in each case, including the exhibits and schedules thereto, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof. In the event of any inconsistency between the terms of (a) this Agreement and any other Transaction Document, the terms of this Agreement shall govern solely to the extent of the applicable inconsistency or (b) the Non-Disclosure Agreement and any Transaction Document, the terms of the Transaction Document shall govern solely to the extent of the applicable inconsistency.

12.12 **Construction.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the Person who drafted same. It is hereby agreed that representatives of both parties have participated in the preparation hereof.

12.13 **Bulk Sales Laws.** Buyer and Seller each hereby waive to the fullest extent permitted by Applicable Law compliance by Seller with the provisions of any so-called “bulk sales”, “bulk transfer” or similar laws of any jurisdiction in connection with the sale of the Purchased Assets to Buyer.

12.14 **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

12.15 **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is 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. Except as otherwise provided in Section 12.6, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.16 **Third Party Beneficiaries.** This Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto.

12.17 **Joint Preparation.** This Agreement has been prepared by the joint efforts of the respective attorneys to each of the parties. No provision of this Agreement shall be construed on the basis that such party was the author of such provision.

12.18 **No Reliance on Other Information.**

(a) Buyer acknowledges and agrees that neither Seller nor any of its Affiliates or Representatives, nor any other Person acting on behalf of Seller or any of its Affiliates or Representatives, has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller, the Business or the Purchased Assets, except as expressly set forth in this Agreement and any other Transaction Document delivered by Seller. Buyer further agrees that neither Seller nor any of its Affiliates or Representatives, nor any other Person acting on behalf of the Seller, or any of its Affiliates or Representatives, will have or be subject to any Liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer's use of, any such information, including any confidential information memorandum, management presentations and any other information, documents or materials in any form or medium made available to Buyer or its Affiliates or representatives (including any information, documents or materials contained in certain "data rooms" and online "data sites," management presentations or any other form in expectation of or connection with the transactions contemplated by this Agreement or in respect of any other matter whatsoever). Nothing in this Section 12.18 is intended to modify or limit any of the representations and warranties of Seller in Article VI.

(b) Except for the representations and warranties of Seller set forth in this Agreement and the other Transaction Documents delivered by Seller, the Purchased Assets are being acquired by Buyer AS IS WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR OTHER EXPRESSED OR IMPLIED WARRANTY. Buyer specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person and acknowledges and agrees that Seller and its Affiliates have specifically disclaimed and do hereby specifically disclaim any such other representation or warranty made by any Person.

(c) In connection with Buyer's investigation of the Business and the Purchased Assets, Buyer and its Representatives have received from Seller or its Representatives certain projections and other forecasts for the Business and certain estimates, plans and budget information. Buyer acknowledges and agrees that there are uncertainties inherent in attempting to make such projections, forecasts, estimates, plans and budgets; that Buyer is familiar with such uncertainties; that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it or its representatives; and that Buyer will not (and will cause all of its respective Affiliates or any other Persons acting on its behalf to not) assert any claim or cause of action against Seller or Seller's Affiliates or Representatives with respect thereto.

12.19 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail or other means of electronic submission, any of which shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The words "execution," "execute," "signed," "signature," and word of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in an applicable law, including the Electronic Communications Act 2000, Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state law based on the Uniform Electronic Transactions Act.

[Remainder of Page Left Intentionally Blank - Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

SELLER:
CONAGRA FOODS PACKAGED FOODS, LLC

By: /s/ Carey Bartell
Name: Carey Bartell
Its: Executive Vice President, General
Counsel and Corporate Secretary

BUYER:
HIGH LINER FOODS (USA), INCORPORATED

By: _____
Name: _____
Its: _____

BUYER GUARANTOR (SOLELY FOR PURPOSES OF
SECTION 3.4 AND ARTICLE XI):
HIGH LINER FOODS INCORPORATED

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

SELLER:
CONAGRA FOODS PACKAGED FOODS, LLC

By: _____
Name: _____
Its: _____

BUYER:
HIGH LINER FOODS (USA), INCORPORATED

By: /s/ Paul Jewer _____
Name: Paul Jewer _____
Its: President and Chief Executive Officer

BUYER GUARANTOR (SOLELY FOR PURPOSES OF SECTION 3.4 AND ARTICLE XI):
HIGH LINER FOODS INCORPORATED

By: /s/ Paul Jewer _____
Name: Paul Jewer _____
Its: President and Chief Executive Officer