

ASSET PURCHASE AGREEMENT

This AGREEMENT dated April 13, 2023 (this “**Agreement**”),

AMONG:

GA CPG LIMITED, a corporation existing under the laws of the Province of Ontario

(the “**Vendor**”)

AND

PIZAPIE INC., a corporation existing under the laws of the Province of Ontario

(the “**Purchaser**”)

RECITALS:

1. The Vendor manufactures and distributes frozen pizza, including to consumers through its subscription service, as well as the sale of consumer packaged goods direct to retail stores (the “**Frozen Pizza Business**”).
2. The Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, all of the Vendor’s right, title and interest in and to the Purchased Assets (as defined below), subject to the terms and conditions of this Agreement.

The parties therefore agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) “**249**” means 2499754 Ontario Limited, a sister company of the Vendor;
- (b) “**Accounts Payable**” of any person means (a) all trade accounts payable and other rights to payment from suppliers of such person, (b) all other accounts or notes payable of such person and (c) any security, claim, remedy or other right related to any of the foregoing;
- (c) “**Accounts Receivable**” of any person means (a) all trade accounts receivable and other rights to payment from customers of such person, (b) all other accounts or notes receivable of such person and (c) any security, claim, remedy or other right related to any of the foregoing;
- (d) “**Accrued Vacation Pay**” all vacation pay accrued in respect of the Transferred Employees ending on the day immediately prior to the Closing Date, as specifically set forth in Schedule 1.1(d), and such schedule to set forth the amount of vacation pay accrued prior to January 1, 2023;

- (e) **"Ancillary Documents"** means all agreements, certificates and other instruments to be executed and delivered pursuant to this Agreement, and **"Ancillary Document"** means any one of such agreements, certificates or other instruments;
- (f) **"Assigned Contracts"** means the Contracts identified in Schedule 1.1(f);
- (g) **"Assumed Debt"** means the indebtedness owing by the Vendor to the Creditors as set out in Schedule 1.1(r);
- (h) **"Assumed Debt Agreement"** means the assignment and assumption agreement to be entered into between the Vendor, the Creditors and the Purchaser in respect of the assignment of the Assumed Debt by Vendor to Purchaser, and Purchaser's assumption thereof;
- (i) **"Authorization"** means, with respect to any person, any material governmental authorization, order, permit, approval, grant, license, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, variance, permission, to or from, or filings, notices, or recordings to or with or by rule or regulation of any Governmental Entity having jurisdiction over such person, which, in respect of the Vendor, shall include the Facility License;
- (j) **"Balance Sheet Date"** means December 31, 2022;
- (k) **"Business Day"** means any day except Saturday, Sunday, any statutory holiday in the Province of Ontario or any other day on which the principal chartered banks in the City of Toronto are closed for business;
- (l) **"Claim"** means, in respect of any person, any claim of any nature whatsoever against such person, including any demand, liability, obligation, debt, cause of action, suit, proceeding, judgment, award, assessment, or reassessment;
- (m) **"Closing"** means the completion of the purchase and sale of the Purchased Assets and all other transactions contemplated by this Agreement;
- (n) **"Closing Date"** means the date hereof;
- (o) **"Closing Time"** means 5:00 p.m.. in the City of Toronto on the Closing Date or such other time on the Closing Date as the Parties may agree in writing that the Closing will take place;
- (p) **"Consents"** means any consent, approval, permit, waiver, exemption or similar authorization from any person other than any Governmental Entity, including those required by applicable law or under the terms or conditions of any Contract to which the Vendor or any other member of the Vendor Group is a party or any of the Purchased Assets is subject, as more particularly set out in Schedule 3.1(h);
- (q) **"Contracts"** means all contracts, whether written or oral, including, without limitation, all contracts, leases of real property, licenses, undertakings, engagements or commitments of any nature;

- (r) **"Creditors"** means those certain creditors of the Vendor set forth on Schedule 1.1(r);
- (s) **"Damages"** means any damages (available at law or in equity), losses, liabilities, claims, debts, charges, fines, penalties, costs or expenses, including the costs and expenses of any legal proceeding, settlement or compromise (including reasonable costs, fees and expenses of legal counsel and accountants);
- (t) **"Employee Plans"** means all the employee benefit, fringe benefit, supplemental unemployment benefit, deferred compensation, bonus, incentive, profit sharing, notice, termination, severance, change of control, pension, retirement, stock option, stock purchase, stock appreciation, phantom stock, health, welfare, medical, surgical, hospitalization, dental, disability, life insurance and similar plans, programs, arrangements or practices relating to current or former employees, officers or directors of the Vendor, as the case may be, maintained, sponsored or funded by the Vendor, as the case may be, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered, other than government-sponsored employment insurance, workers' compensation, health insurance or pension plans;
- (u) **"Encumbrances"** means security interests, liens, charges, mortgages, pledges, Claims, defects of title, restrictions, options and any other rights of a third party relating to any property, including rights of set-off, and other encumbrances of any kind and **"Encumbrance"** means any of the foregoing;
- (v) **"Environment"** means all components of the earth, including air (and all layers of the atmosphere), land (and all surface and subsurface soil, underground spaces and cavities and all land submerged under water) and water (and all surface and underground water), organic and inorganic matter and living organisms. For greater certainty, the interacting natural systems that include components referred to above are included in the definition of **"Environment"**;
- (w) **"Environmental Laws"** means all applicable laws and Contracts with Governmental Entities relating to human health or safety, pollution or the protection of the Environment, including civil responsibility for acts or omissions with respect to the Environment, and all Authorizations issued pursuant to such laws or Contracts;
- (x) **"Environmental Liabilities"** means any cost, damage, expense, liability, obligation or other responsibility arising from or under Environmental Laws and consisting of or relating to: (i) any environmental conditions (including on-site or off-site contamination, and regulation of chemical substances or products); (ii) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and responses, investigative, remedial or inspection costs and expenses arising under Environmental Laws; (iii) financial responsibility under Environmental Laws for cleanup costs or corrective action, including any investigation, cleanup, removal, containment or other remediation or response actions required by applicable Environmental Laws (whether or not such has been required or requested by any Governmental Entity or any other Person) and for any natural resource damages; or (iv) any other compliance, corrective, investigative, notice or remedial measures required under Environmental Laws;
- (y) **"Excise Tax Act"** the *Excise Tax Act* (Canada) and the regulations made thereunder;

- (z) **"Facility License"** means the Authorizations listed on Schedule 1.1(z);
- (aa) **"Financial Statements"** means the unaudited consolidated financial statements of the Vendor Group relating to the Frozen Pizza Business for the twelve (12) month period ending on the Balance Sheet Date, consisting of the balance sheet and statement of income, together with the notes thereto, if any, prepared in accordance with IFRS;
- (bb) **"GA Trademarks"** means the registered and unregistered trademarks set forth in Schedule 1.1(bb);
- (cc) **"Governmental Entities"** means (i) any multinational, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and **"Governmental Entity"** means any one of the foregoing;
- (dd) **"GST/HST"** taxes, interest, penalties and fines imposed under Part IX of the Excise Tax Act (including where applicable both the federal and provincial portions of those taxes) or under any provincial legislation imposing a similar value added or multi-staged tax;
- (ee) **"Hazardous Materials"** means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Laws, including any mixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefore and asbestos or asbestos-containing materials;
- (ff) **"IFRS"** means the International Financial Reporting Standards established by the International Accounting Standards Board;
- (gg) **"Independent Accounting Firm"** means KPMG LLP;
- (hh) **"Intellectual Property"** means domestic and foreign:
- (i) patents, applications for patents and reissues, re-examinations, divisionals, continuations, renewals, extensions and continuations-in-part of patents or patent applications;
 - (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing;
 - (iii) copyrights, copyright registrations and applications for copyright registration;
 - (iv) designs, design registrations and applications, industrial design registrations and applications, mask works and integrated circuit topographies;

- (v) trade names, business names, corporate names, domain names, website names, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing;
 - (vi) Software; and
 - (vii) any other intellectual property and industrial property;
- (ii) **"ITA"** means the *Income Tax Act* (Canada);
- (jj) **"Landlord"** means [REDACTED]
- (kk) **"laws"** means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, voluntary restraints, guidelines, or any provisions of such laws, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used, and **"law"** means any of the foregoing;
- (ll) **"Lease"** means the lease agreement dated August 25, 2022, in respect of the Location entered into between GA CPG and the Landlord, as amended and extended;
- (mm) **"Loan Assignment Agreement"** means an assignment agreement from each Creditor in respect of the assignment of the Assumed Debt to Purchaser Parent in exchange for the issuance of an aggregate of [REDACTED] common shares in the capital of Purchaser Parent, allocated among the Creditors as set forth in Schedule 1.1(r);
- (nn) **"Location"** means the premises located at [REDACTED]
- (oo) **"Material Adverse Effect"** means any fact, development, change, effect, event or condition that has or could reasonably be expected to have, individually or in the aggregate, an effect on (i) the operations, results of operations (financial or otherwise), or financial condition of the Frozen Pizza Business, (ii) the Purchased Assets, or (iii) the ability of the Vendor to consummate the transactions hereunder on a timely basis, except that none of the following, either alone or in combination, shall be considered in determining whether there has been a "Material Adverse Effect" for the purposes of clause (i), (ii) or (iii): (a) changes, effects, events or conditions in worldwide or national financial markets or general economic or political conditions; (b) any change generally affecting the industry in Frozen Pizza Business operates; and (c) an outbreak of war (whether or not declared), armed hostilities, acts of terrorism or other national calamity, crisis or emergency; provided, that the exceptions set forth in clauses (a), (b) and (c) shall only apply to the extent that such change, effect, event or condition does not have or cause a disproportionate effect on the Vendor Group's operation of the Frozen Pizza Business, compared to other companies operating in the same industry as the Frozen Pizza Business;
- (pp) **"Ordinary Course of Business"** means, in respect of the Frozen Pizza Business, the ordinary course of such business, as conducted in accordance with past practice (including with respect to frequency and amount) and undertaken in good faith and not for purposes of evading any covenant or restriction in this Agreement or any Ancillary Document;

- (qq) **"Parties"** means the Vendor and the Purchaser;
- (rr) **"Permitted Encumbrances"** means the Encumbrances listed on Schedule 1.1(rr);
- (ss) **"person"** means an individual, partnership, corporation, trust, unincorporated association, joint venture or other entity, and pronouns have a similarly extended meaning;
- (tt) **"Piano Share Price"** means [REDACTED];
- (uu) **"Purchaser Parent"** means Piano Piano Inc.;
- (vv) **"Required Authorizations"** means, collectively, the Facility License and the Acquired Authorizations;
- (ww) **"Shareholders Agreement"** means the shareholders' agreement of the Purchaser Parent, even-dated herewith, entered into among the Creditors, Purchaser Parent, and such other parties as may become shareholders to the Purchaser Parent from time to time;
- (xx) **"Software"** means computer software and programs (in both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs;
- (yy) **"Tax"** (and, with correlative meaning, **"Taxes"**) means (i) all federal, provincial, state, local, foreign or other taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever that are similar in nature to taxes imposed by any Tax Authority, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, imposed by any Tax Authority, including, but not limited to, those levied on, or measured by, or referred to as income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, ad valorem, use, value-added, excise, stamp, withholding, business, franchising, property (both real and personal), payroll, employee withholding, employment, occupation, health, social service, environmental, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and taxes, all unemployment or employment insurance, workers' compensation, health insurance, government pension plan premiums and other obligations of the same or of a similar nature of any of the foregoing, which the Vendor Group is required to pay, withhold or collect, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group for any taxable period, and (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a transferee of or successor to any person or as a result of any express or implied obligation to indemnify any other person;
- (zz) **"Tax Authority"** means any Governmental Entity responsible for the imposition or administration of any Tax;
- (aaa) **"Tax Returns"** means all returns, declarations, reports, claims for refund, forms, designations, estimates, information statements and other documents relating to Taxes, including all schedules and attachments thereto, and including all amendments thereof;

- (bbb) **"Transaction"** means the purchase and sale of the Purchased Assets in accordance with this Agreement;
- (ccc) **"TSX-V"** means the TSX Venture Exchange;
- (ddd) **"Vendor Group"** means, collectively, the Vendor, the Vendor Parent, 249 and GA Subscriptions Limited, and each one of them individually shall be referred to as a **"member of the Vendor Group"**; and
- (eee) **"Vendor Parent"** means General Assembly Holdings Limited, the parent company of the Vendor.

1.2 Rules of Interpretation

In this Agreement:

- (a) Currency – Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "\$", refer to Canadian currency.
- (b) Headings, etc. – The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings are provided for convenience only and do not affect the construction or interpretation of this Agreement.
- (c) Including – In this Agreement, the words "include" or "including" mean "include (or including) without limitation" and the words following "include" or "including" are not to be considered an exhaustive list.
- (d) Schedules – The Schedules attached to this Agreement shall form an integral part of this Agreement. Any disclosure in any Schedule is deemed to be given only with respect to the Sections of this Agreement which specifically refer to such Schedule and any other Sections specifically referenced in such Schedule.
- (e) Performance on Holidays – If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day.
- (f) References to Persons – Unless the context otherwise requires, any reference in this Agreement to a person includes his, her or its heirs, administrators, executors, legal representatives, successors and permitted assigns.
- (g) Statutory References – Unless otherwise specified, any reference in this Agreement to a statute includes all rules and regulations made under it, in each case as it or they may have been, or may from time to time be, amended or re-enacted.
- (h) Time – Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.
- (i) Time Periods – Unless otherwise specified, a period of days will be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Toronto time) on the last day of the period. If a period of time is to expire on any day that is not

a Business Day, the period will be deemed to expire at 5:00 p.m. (Toronto time) on the next succeeding Business Day.

ARTICLE 2 **PURCHASE AND SALE OF ASSETS**

2.1 Purchase and Sale of the Purchased Assets

Subject to the terms and conditions of this Agreement, the Vendor hereby sells, assigns and transfers to the Purchaser, and the Purchaser hereby purchases from the Vendors, all of the Vendor's right, title and interest in and to the following (collectively, the "**Purchased Assets**"):

- (a) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property listed in Schedule 2.1(a);
- (b) all of the right, title, and interest in, to and under the Assigned Contracts, including without limitation, the Lease;
- (c) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees to the extent related to a Purchased Asset;
- (d) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories listed in Schedule 2.1(d) (the "**Inventory**");
- (e) to the extent assignable or transferable under applicable laws, all Authorizations which are held by the Vendor listed on Schedule 2.1(e) (the "**Acquired Authorizations**");
- (f) all of the Accounts Receivable of the Vendor to the extent accruing from services performed or goods delivered in connection with the Frozen Pizza Business from and after the Closing Date, as determined on an accrual basis in accordance with IFRS (the "**Acquired Accounts Receivable**");
- (g) the Intellectual Property listed on Schedule 2.1(g) (the "**Acquired Intellectual Property**");
- (h) the intangible property related to the Frozen Pizza Business listed on Schedule 2.1(h);
- (i) the goodwill attached to Frozen Pizza Business; and
- (j) all books and records in the possession or control of the Vendor Group relating to the Frozen Pizza Business or the Purchased Assets (other than the accounting records and books and records required by applicable law to be retained by the Vendor Group, copies of which will be made available to the Purchaser).

2.2 Excluded Assets

Notwithstanding the foregoing, the Purchased Assets shall not include the following (the "**Excluded Assets**"):

- (a) income Tax refunds and other Tax refunds receivable by the Vendor Group;

- (b) Tax Returns of the Vendor Group;
- (c) the minute books and corporate records of the Vendor Group;
- (d) any right, title or interest, in, to and under any Contract to which the Vendor Group is party which is not an Assigned Contract;
- (e) any cash and cash equivalents ("**Excluded Cash**");
- (f) any Accounts Receivable of the Vendor Group to the extent accruing from services to be performed or goods to be delivered in connection with the Frozen Pizza Business prior to the Closing Date, as determined on an accrual basis in accordance with IFRS and any other Accounts Receivable of the Vendor Group not in connection with the Frozen Pizza Business (the "**Excluded Accounts Receivable**");
- (g) any insurance policies ("**Excluded Insurance**");
- (h) the personnel records and other records that the Vendor Group is required by law to retain in its possession;
- (i) the assets listed in Schedule 2.2; and
- (j) any other assets, properties, rights or interests, of any kind and of any description (whether real, personal or mixed, tangible or intangible, or fixed, contingent or otherwise) that are not specifically included within the definition of Purchased Assets pursuant to Section 2.1.

2.3 Amount and Payment of Purchase Price

The consideration payable by the Purchaser to the Vendor for the Purchased Assets (the "**Purchase Price**") is \$ \$1,760,280.69. At the Closing Time, in full satisfaction of the Purchase Price, the Vendor will assign, and the Purchaser will assume, the Assumed Debt pursuant to the Assumed Debt Agreement.

2.4 Allocation of Purchase Price

Within 15 days following the Closing Date, the Vendor shall deliver to the Purchaser a draft of the allocation of the Purchase Price among the Purchased Assets (the "**Draft Purchase Price Allocation**"). The Purchaser will then have 30 days to review the Draft Purchase Price Allocation. If the Purchaser disagrees with the Draft Purchase Price Allocation, the Purchaser shall deliver a notice of objection to the Vendor. If the Purchaser does not deliver such a notice, the Draft Purchase Price Allocation will become the final allocation of the Purchase Price among the Purchased Assets (the "**Final Purchase Price Allocation**"). If the Purchaser does deliver such a notice, the Purchaser and the Vendor shall negotiate the allocation of the Purchase Price among the Purchased Assets in good faith for a period of 15 days. If the Purchaser and the Vendor cannot agree as to the Final Purchase Price Allocation within such period, then all unresolved items shall be submitted to the Independent Accounting Firm, who shall resolve all such disputed items, as an expert and not an arbiter, within thirty (30) days, and such resolution shall be final and binding upon the parties, absent manifest error. The Parties shall each bear 50% of the fees and expenses of the Independent Accounting Firm. The Parties agree to report, as and when required, the Final Purchase Price

Allocation of the Purchase Price among the Purchased Assets in a manner consistent with such Final Purchase Price Allocation in the preparation and filing of all Tax Returns and elections under the ITA.

2.5 Liabilities

The Purchaser shall assume the Vendor's obligations with respect to (i) the Assigned Contracts arising in respect of the period after Closing and not related to any default or breach existing at, prior to or as a consequence of Closing (the "**Assigned Contract Liabilities**"); and (ii) the obligation to make payment of the Accounts Payable set forth on Schedule 2.5 (the "**Assumed AP**", and together with the Assigned Contract Liabilities, collectively, the "**Assumed Liabilities**"). Other than the Assumed Liabilities and the Assumed Debt, the Purchaser shall not assume or have any obligation to discharge, perform or fulfill any obligation, debt or liability (whether accrued, absolute, or contingent, or whether liquidated or unliquidated) of the Vendor Group relating to the Frozen Pizza Business, the Purchased Assets or otherwise, whether arising before or after the Closing Time (collectively, the "**Excluded Liabilities**"), and all Excluded Liabilities shall remain the sole obligation and responsibility of the Vendor Group. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, without limitation, the following:

- (a) any liabilities for Taxes payable by the Vendor Group;
- (b) any liabilities relating to or arising out of the Excluded Assets, other than the Assumed AP;
- (c) any current liabilities of the Vendor Group, other than the Assumed AP;
- (d) any liabilities in respect of the Frozen Pizza Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by the Frozen Pizza Business' customers to the Vendor Group on or before the Closing; (ii) did not arise in the Ordinary Course of Business; or (iii) are not validly and effectively assigned to Purchaser under this Agreement;
- (e) any liabilities or obligations relating to deferred revenue of the Vendor Group, including gift cards or vouchers, as set forth in Schedule 2.5(e) ("**Excluded Deferred Revenue**");
- (f) any liabilities associated with debt, loans or credit facilities of the Vendor Group or the Frozen Pizza Business, other than the Assumed Debt;
- (g) any liabilities arising out of, in respect of or in connection with the failure by the Vendor Group to comply with any law; and
- (h) liabilities relating to any Employee Plans.

2.6 Assignment of Purchased Assets

Nothing in this Agreement will be construed as an attempt to assign any Contract or other Purchased Asset which is not assignable in whole or in part without the Consent of the other party or parties to it, unless such Consent has been given on terms satisfactory to the Purchaser, acting reasonably (and in this Agreement, the benefits under the non-assigned Purchased Assets are referred to as the "**Rights**"). The Vendor will use commercially reasonable efforts to obtain such Consents and will use commercially

reasonable efforts to preserve the full benefit of the Rights for the Purchaser, and the re-issuance in the name and for the benefit of the Purchaser or its designee of any Required Authorizations to replace non-transferable Authorizations of the Frozen Pizza Business on substantially the same terms, provided that in doing so the Vendor shall not be required to make any payments (other than filing, recordation or similar fees, which shall be shared equally by the Vendor and Purchaser) or agree to any material undertakings in connection therewith. The Purchaser shall reasonably cooperate in obtaining such Consents. If any person whose Consent is required does not provide its Consent to the sale, assignment, transfer and conveyance of a Right from any member of the Vendor Group to the Purchaser or to the re-issuance of Required Authorizations, then, for the term of the Contract or the applicable Required Authorization (i) the Vendor shall on behalf of itself and on behalf of the Vendor Group, to the extent permitted by law and to the extent the same does not constitute a breach of contract or the terms of the applicable Required Authorization, carry out and comply with the terms and provisions of any such Right as nominee for the Purchaser at the Purchaser's expense and for the Purchaser's exclusive benefit; and (ii) Purchaser shall perform and comply with, at the Purchaser's expense, all of the obligations of Vendor or such other applicable member of the Vendor Group as if Purchaser was the Vendor or such other applicable member of the Vendor Group thereunder. For greater certainty, the Purchaser shall be responsible for the performance of, and compliance with, all Contracts (including requests for proposal or tenders made or tendered by the Vendor in respect of the Frozen Pizza Business or the Purchased Assets) and Required Authorizations for which Consents to assignment (or re-issuance in the case of Required Authorizations) have not been obtained and all costs associated therewith but the Vendor, or such other applicable member of the Vendor Group, will interface with the co-contracting party to the extent necessary and provide adequate support to ensure that the Purchaser shall have the full benefit of any such Contract or Required Authorizations.

2.7 Taxes

- (a) The Vendor and the Purchaser will jointly elect under Subsection 167(1) of Excise Tax Act in connection with the purchase and sale of the Purchased Assets. The Purchaser will file that joint election with the relevant government authority in accordance with the requirements of Excise Tax Act.
- (b) If the Closing occurs, the Purchaser will be liable for and will pay, to the Vendor, as required, all federal and provincial sales taxes, duties or other similar taxes or charges payable in connection with the conveyance and transfer of the Purchased Assets to the Purchaser, including GST/HST (if applicable) but excluding any income taxes payable by the Vendor or any other person as a result of the completion of the transactions contemplated by this Agreement, and the Vendor will remit those payments directly to the relevant government authorities.

2.8 Procedures for Allocation of Accounts Receivable, Assumed Liabilities and Excluded Liabilities.

- (a) From and after the Closing, the Purchaser shall, within five (5) Business Days, remit to the Vendor, any and all Excluded Accounts Receivable actually received by the Purchaser or its affiliates and the Vendor shall, within five (5) Business Days, remit to the Purchaser any Acquired Accounts Receivable actually received by the Vendor Group.
- (b) For a period of six (6) months following the Closing Date (the "**Reconciliation Period**"), the Purchaser and the Vendor shall each provide the other, by the fifteenth (15th) day of each month, with a written schedule setting forth (i) all revenues of the Frozen Pizza Business received in the preceding month comprised partially of Excluded Accounts

Receivable and partially of Acquired Accounts Receivable, (ii) all invoices received in the preceding month representing Accounts Payable or other current operating expenses incurred in the Ordinary Course of Business comprised partially of Assumed Liabilities and partially of Excluded Liabilities, as well as any Excluded Deferred Revenue, and (iii) a proposed allocation of such revenues and Accounts Payable or other current operating expenses to the Purchaser and the Vendor, prepared on an accrual accounting basis in accordance with IFRS and in accordance with this Agreement (the "**Allocation Schedule**"). Each Party shall provide the other with all information reasonably requested by the other Party in order to confirm and verify the accuracy and completeness of the matters set forth on the Allocation Schedule.

- (c) Within five (5) Business Days of the delivery of each Party's Allocation Schedule, the chief financial officers of the Purchaser and the Vendor (the "**Reconciliation Representatives**") shall meet by teleconference to discuss and reconcile the Allocation Schedule and agree upon the net cash payment required to be made by the Purchaser or the Vendor in respect of the previous month, based on all revenues and expenses set forth on the Allocation Schedule (the "**Net Monthly Payment**").
- (d) If the Parties are unable to reach an agreement on the amount of the Net Monthly Payment, then the Parties may submit the matter for resolution to the Independent Accounting Firm. The Independent Accounting Firm shall determine the final calculation of the Net Monthly Payment, provided the Independent Accounting Firm shall only consider the disputed items based on the submissions of the Parties. The Independent Accounting Firm renders its written decision regarding the calculation of the Net Monthly Payment, which shall be final and binding on the Parties. The Parties shall each bear 50% of the fees and expenses of the Independent Accounting Firm.
- (e) Payment of each Net Monthly Payment shall be made by wire transfer of immediately available funds to an account designated by the receiving Party within five (5) Business Days of resolution of the amount of each Net Monthly Payment in accordance with Section 2.8(c) and Section 2.8(d).
- (f) Notwithstanding anything to the contrary set out herein, following settlement of the initial Net Monthly Payment, the Reconciliation Representatives may agree to the early termination of the Reconciliation Period by agreement in writing (email to suffice).
- (g) The Parties acknowledge and agree that the expiration or earlier termination of the Reconciliation Period shall not relieve either Party from their obligation to comply with the provisions set forth in this Agreement in respect of the entitlement to or obligation to make payment of, as the case may be, the Excluded Accounts Receivable, Acquired Accounts Receivable, Excluded Liabilities and Assumed Liabilities. Further, the Parties agree that in the case of any redemption of Excluded Deferred Revenue following Reconciliation Period, the Purchaser shall invoice Vendor for the actual cost of fulfilling such redemption and Vendor shall make payment of such invoice to Purchaser within thirty (30) days following receipt of such invoice.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

(a) **Capacity, Power and Authority.**

The Vendor has the capacity, power and authority to execute, deliver, and perform its obligations under this Agreement and the Ancillary Documents to be executed and delivered by it in connection with the Transaction. The Vendor has taken all necessary action to authorize the execution and delivery of this Agreement and Ancillary Documents to be executed by it and the consummation of the Transaction. This Agreement has been and, in the case of the Ancillary Documents to be executed by it will be duly executed and delivered. This Agreement is and, in the case of the Ancillary Documents to be executed by it, shall be (assuming due authorization, execution and delivery by Purchaser), the legal, valid, and binding obligations of the Vendor enforceable against each of them in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) **Incorporation and Qualification.**

The Vendor is duly formed and validly existing under its jurisdiction of formation with the power and authority to conduct the Frozen Pizza Business, to own and lease its properties and assets, to enter into this Agreement and the Ancillary Documents to which it is a party or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder. Schedule 3.1(b) lists all jurisdictions in which the nature of the Purchased Assets or the Frozen Pizza Business makes such qualification necessary or in which the Vendor Group own or lease any Purchased Assets or conduct the Frozen Pizza Business.

(c) **No Conflict.**

Except as set forth in Schedule 3.1(c), neither the execution and delivery by the Vendor of this Agreement and each of the Ancillary Documents to be executed and delivered by the Vendor in connection with the transactions contemplated hereby or thereby, nor the consummation by the Vendor of the transactions contemplated hereby or thereby:

- (i) will result in a material breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both):

- (A) any applicable laws;

(B) the organizational documents or resolutions of the Vendor or any other member of the Vendor Group; or

(C) any Assigned Contract or any other Contract of the Vendor or any other member of the Vendor Group to which any of the Purchased Assets are subject or bound;

(ii) will result in the creation or imposition of any Encumbrance on the Purchased Assets.

(d) **Solvency.**

Except as set forth in Schedule 3.1(d), no member of the Vendor Group is insolvent, nor has any member of the Vendor Group committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have it declared bankrupt, taken any proceeding to have a receiver appointed over any part of its assets, had any encumbrancer or receiver take possession of any of its property, had any execution or distress become enforceable or levied upon any of its property or had any petition for a receiving order in bankruptcy filed against it.

(e) **Residence of Vendor.**

The Vendor is not a non-resident of Canada within the meaning of the ITA.

(f) **Corporate Records.**

The financial and other business records and accounts of the Frozen Pizza Business have been maintained in all material respects in accordance with applicable law and customary business practices and are in all material respects consistent with the prior years and are stated in reasonable detail and accuracy.

(g) **Government Consents, Approvals, Notices and Filings.**

Except as disclosed in Schedule 3.1(g), no consent or approval of, giving of notice to, making filings with or taking of any action in respect of or by any Governmental Entity is required to be obtained or given by the Vendor with respect to the execution, delivery or performance by the Vendor of this Agreement and the Ancillary Documents to be executed and delivered by the Vendor in connection with the Transaction.

(h) **Third Party Consents, Approvals and Notices.**

Except as disclosed in Schedule 3.1(h), no consent or approval of, or notice to, any person is required to be obtained or given by the Vendor with respect to the execution, delivery or performance by the Vendor of this Agreement and the Ancillary Documents to be executed and delivered by the Vendor in connection with the Transaction.

(i) **No Other Agreements to Purchase.**

Except for Purchaser's rights under this Agreement, no person has any written or oral agreement, option or warrant, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition of any of the Purchased Assets.

(j) **Title to Tangible Property.**

Except as set forth in Schedule 3.1(j), the Vendor holds good and marketable title to, and has legal and beneficial ownership of, or a valid leasehold in, all of the Purchased Assets, free and clear of all Claims and Encumbrances of any nature whatsoever, other than the Permitted Encumbrances.

(k) **Condition and Sufficiency of Assets.**

Other than the Excluded Accounts Receivables, Excluded Cash, Excluded Insurance and the Contracts listed on Schedule 3.1(k), the Purchased Assets sets forth all of the rights, property and assets necessary to conduct the Frozen Pizza Business in the Ordinary Course of Business. There are no facts or conditions affecting any Purchased Assets that would reasonably be expected, individually or in the aggregate, to interfere with the use, occupancy or operation of such assets for the purpose for which they are presently being used. The Purchased Assets are in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put. None of such Purchased Assets are in need of maintenance or repairs, save and except for normal maintenance and repairs that are not material in nature or cost.

(l) **Stand-Alone.**

No part of the Frozen Pizza Business is carried on by or owned by any person other than the members of the Vendor Group. Except as specifically disclosed in Schedule 3.1(l), (i) no assets used in or useful for the operation of the Frozen Pizza Business or purported to be sold hereunder are owned by any person other than the Vendor, (ii) no person other than the Vendor owns any equipment or other tangible assets or properties which comprise the Purchased Assets situated on the Location, and (iii) all properties and assets owned by the Vendor and used or held for use in the Frozen Pizza Business which comprise the Purchased Assets are in the possession of the members of the Vendor Group, subject to their control and are located on or in the Location.

(m) **Warranties.**

All products and services delivered or licensed by the Vendor Group in connection with the Frozen Pizza Business pursuant to outbound licenses are delivered or licensed in material conformity with all applicable Contracts and all express and implied warranties, and no claim to the contrary has been asserted in writing.

(n) **Leases.**

The Lease is valid, binding, and enforceable in accordance with its terms and is in full force and effect. There are no existing defaults or uncured breaches by the Vendor of any provision thereunder, and no act, event, or omission has occurred that, whether with or without notice, lapse of time, or both, would constitute a default or breach of any

provision thereunder. There are no amounts owing to the landlord under the Lease in excess of that which has been included in the Financial Statements.

(o) **Real Property.**

The Vendor does not own or hold, directly or indirectly, any real property nor has it entered into any agreement to acquire any real property.

(p) **Assigned Contracts.**

- (i) Except for the Assigned Contracts, no member of the Vendor Group is a party to a Contract that is necessary to conduct the Frozen Pizza Business in the Ordinary Course of Business. The Purchaser has been provided with copies of each Assigned Contract. All of the Assigned Contracts are legal, valid and binding agreements, enforceable in accordance with their terms and are in full force and effect. There are no existing material defaults or uncured breaches by any member of the Vendor Group (or, to the knowledge of the Vendor, defaults or uncured breaches by the other parties thereto) under any such agreements and no act, event, or omission has occurred that, whether with or without notice, lapse of time, or both, would constitute a default thereunder.
- (ii) Except as disclosed in Schedule 3.1(h) there are no Consents required in connection with any Assigned Contract.

(q) **Intellectual Property.**

- (i) The GA Trademarks and the Acquired Intellectual Property comprises all of the Intellectual Property owned by the Vendor Group that is necessary to conduct the Frozen Pizza Business in the Ordinary Course of Business. Other than the Vendor's Software (as defined below), there is no Intellectual Property that is licensed to, or used by the Vendor Group in carrying on the Frozen Pizza Business. There are no Contracts wherein any rights in the GA Trademarks or the Acquired Intellectual Property have been licensed by the any member of the Vendor Group to any Person.
- (ii) The Vendor Group has have taken all reasonable steps to protect its rights in and to the GA Trademarks and Acquired Intellectual Property, in accordance with industry practice.
- (iii) No member of the Vendor Group is a party to or bound by any Contract or other obligation that limits or impairs its ability to use, sell, transfer, assign or convey, or that otherwise affects, any of the Intellectual Property relating to the Frozen Pizza Business owned by it. No member of the Vendor Group has granted to any person any right, license or permission to use all or any portion of, or otherwise encumbered any of its rights in, or to, any of the Intellectual Property owned by, licensed to or used by it. No member of the Vendor Group is obligated to pay any royalties, fees or other compensation to any person in respect of its ownership, use or license of any Intellectual Property.

- (iv) To the knowledge of the Vendor, the operation of the Frozen Pizza Business by the Vendor Group does not infringe upon the Intellectual Property rights of any person. No claims have been asserted or are threatened by any person alleging that the conduct of the Frozen Pizza Business by the Vendor Group, including the use of the Intellectual Property owned by, licensed to or used by it, infringes upon any of such person's Intellectual Property rights. To the knowledge of the Vendor, there are no valid grounds for any such bona fide claims by any such persons alleging a conflict with or infringement of their Intellectual Property rights.
- (v) Subject to obtaining any applicable Consent, the transactions contemplated by this Agreement and the continued operation of the Frozen Pizza Business after Closing will not violate or breach the terms of any Intellectual Property license, or entitle any other party to any such Intellectual Property license to terminate or modify it, or otherwise adversely affect the Purchaser's rights under it.
- (vi) To the knowledge of the Vendor, no person is currently infringing any of the Intellectual Property owned by, licensed to or used by the Vendor Group.
- (vii) Schedule 3.1(q)(vii) contains a complete and accurate list of Software owned by, licensed to or used by the Vendor Group in connection with the Frozen Pizza Business (the "**Vendor's Software**"), and all Contracts wherein any Intellectual Property has been licensed or granted to the Vendor Group. The Vendor's Software does not contain any undisclosed program routine, device or other feature, including viruses, worms, bugs, time locks, Trojan horses or back doors, in each case that is designed to delete, disable, deactivate, interfere with or otherwise harm the Vendor's Software, and any virus or other intentionally created, undocumented contaminant that may, or may be used to, access, modify, delete, damage or disable any hardware, system or data.
- (r) **Environmental Matters.**
 - (i) the Vendor Group is, and at all times has been, in material compliance with all Environmental Laws;
 - (ii) to the knowledge of the Vendor, the Location is, and at all times has been, in material compliance with all Environmental Laws;
 - (iii) to the knowledge of the Vendor, there are no Hazardous Materials located at, on, in or under the Location contrary to or in excess of limits provided under Environmental Laws;
 - (iv) no member of the Vendor Group has not been required by any Governmental Entity to (A) file any notice with any Governmental Entity relating to any potential or actual contaminated real property or (B) perform any environmental closure, decommissioning, rehabilitation, restoration or post-remedial investigation on, about or in connection with any real property, nor, to the knowledge of the Vendor, is there any fact or circumstance which could give rise to such a request by a Governmental Entity;

- (v) there are no pending or, to the knowledge of the Vendor without due inquiry, threatened claims, proceedings or restrictions of any nature arising or resulting from any Environmental Liabilities or under or pursuant to any Environmental Laws with respect to or affecting the Vendor Group or the Location; and
- (vi) No member of the Vendor Group has received and has no basis to expect receipt of (and, to the knowledge of the Vendor, no person for whose conduct any member of the Vendor Group is or may be held responsible has received or has a basis to expect receipt of) any directive, inquiry, notice, order, warning or other communication from any Governmental Entity or other persons that relates to any Hazardous Materials or any alleged, actual or potential violation or failure to comply with any Environmental Laws, or of any alleged, actual or potential obligation to undertake or bear the cost of any Environmental Liabilities.

To the knowledge of the Vendor, there are no other reports or documents relating to environmental matters affecting the Vendor Group or the Location which have not been made available to the Purchaser.

(s) **Financial Matters.**

- (i) **Financial Statements.** The Financial Statements fairly present in all material respects the results of operation and the financial position of the Vendor Group in respect of the Frozen Pizza Business as of the Balance Sheet Date. The Financial Statements have been prepared in accordance with IFRS, consistently applied with the principles and procedures employed in prior periods by the Vendor Group. The Financial Statements properly reflect, in all material respects, all properties, assets and liabilities of the Vendor Group in respect of the Frozen Pizza Business as of the Balance Sheet Date. True, correct and complete copies of the Financial Statements have been provided to the Purchaser.
- (ii) **Accounting Controls.** The Vendor Group has devised and maintained systems of internal accounting controls with respect to the Frozen Pizza Business, sufficient to provide commercially reasonable assurance that (i) all transactions are executed in accordance with management's general or specific authorization, and (ii) (x) all transactions are recorded as necessary to permit the preparation of annual financial statements in conformity with IFRS and to maintain accountability for items, and (y) all transactions are recorded as necessary to permit the preparation of interim financial statements and to maintain accountability for items.
- (iii) **Undisclosed Liabilities.** None of the Vendor Group has any liabilities or obligations, with respect to the Frozen Pizza Business, secured or unsecured (whether absolute, accrued, contingent, or otherwise, whether due or to become due, and whether or not of a nature required by IFRS to be reflected in a consolidated balance sheet of the Vendor Group) except such liabilities and obligations that (i) have arisen or been incurred in the Ordinary Course of Business since the Balance Sheet Date; and (ii) are adequately reflected, disclosed, accounted for or received against in full in the Financial Statements or otherwise disclosed in Schedule 3.1(s)(iii).

- (iv) **Indebtedness.** Schedule 1.1(r) contains a true, correct and complete list of all Creditors to whom the Vendor will owe the Assumed Debt and the allocation thereof as of the Closing. Except as set out in Schedule 3.1(s)(iv), the Vendor, nor the Vendor Parent (prior to Vendor's assumption of the Assumed Debt from Vendor Parent), is not in default with respect to the Assumed Debt or any Contracts relating thereto. Except as set out in Schedule 3.1(s)(iv), there is no indebtedness or any Contracts relating to indebtedness that purports to limit the sale of any of the Purchased Assets or the operation of the Frozen Pizza Business. Any indebtedness owing to the Creditors is not subordinated or postponed in favour of any other creditors.
- (v) **Public Disclosure.** The Vendor Parent is a "reporting issuer" (as defined under applicable securities laws) in each of the provinces and territories of Canada (the "**Reporting Canadian Jurisdictions**") and is not included in a list of defaulting reporting issuers maintained by any securities regulatory authorities in the Reporting Canadian Jurisdictions and, without limiting the foregoing, the Vendor Parent has since the beginning of its most recently completed financial year complied, in all material respects, with all applicable securities laws in Canada, including its obligations to make continuous disclosure filings in compliance with applicable securities laws and make timely disclosure of all material changes (as defined in the *Securities Act* (Ontario)) relating to it and there is no material change relating to the Vendor which has occurred and with respect to which the requisite news release has not been disseminated or material change report has not been filed (or that has been filed confidentially and not made public) with the securities regulatory authorities in the Reporting Canadian Jurisdictions.
- (t) **Conduct of the Business.**
 - (i) **Business in Compliance with Law.** The operations of the Frozen Pizza Business by the Vendor Group has been since March 1, 2020, and are now being conducted, in material compliance with all applicable laws and orders of each jurisdiction in which the Vendor Group carries on the Frozen Pizza Business and no member of the Vendor Group has received any notice of any alleged violation or breach of any such laws.
 - (ii) **Improper Use of Funds.** No member of the Vendor Group, nor, to the knowledge of the Vendor, any directors or officers, agents or employees of any member of the Vendor Group, on behalf of such member of the Vendor Group, has (a) used any funds of the Vendor Group for unlawful payments, contributions, gifts, entertainment or other unlawful expenses for or to foreign or domestic government officials, employees or political figures or (b) been in material non-compliance with any applicable anti-bribery, anti-corruption, trade and economic sanctions, export control or similar laws that have the purpose or effect of preventing bribery, corruption, money laundering or terrorist financing.
 - (iii) **No Removal or Disposal of Purchased Assets.** Except as contemplated by this Agreement and any transfer of the Purchased Assets to the Vendor from other members of the Vendor Group on account of facilitating the sale of Purchased Assets by Vendor pursuant to this Agreement, no member of the Vendor Group has disposed of any Purchased Assets out of the Ordinary Course of Business.

- (iv) **Changes to the Business.** Since the Balance Sheet Date, the Vendor Group has carried on the Frozen Pizza Business in the Ordinary Course of Business and there has been no Material Adverse Effect and no event or circumstance has occurred that has had or could have, individually or in the aggregate, a Material Adverse Effect. In particular and without limitation, no member of the Vendor Group has, in respect of the Frozen Pizza Business, since the Balance Sheet Date:
- (A) settled any liability or legal proceeding pending against it or any of the Purchased Assets;
 - (B) created or permitted to exist any Encumbrance on any of the Purchased Assets;
 - (C) suffered any extraordinary loss in respect of the Frozen Pizza Business or any of the Purchased Assets, whether or not covered by insurance;
 - (D) made any material change in the method of billing customers or the credit terms made available to customers;
 - (E) made any material change with respect to any method of management operation in respect of the Frozen Pizza Business;
 - (F) waived, cancelled or written off, or agreed or become bound to waive, cancel or write off, any rights, claims or accounts receivable constituting the Purchased Assets, other than in the Ordinary Course of Business;
 - (G) terminated the employment or services of any director, manager or officer or granted any severance or termination pay to any director, manager, officer or any other employee, consultant or service provider;
 - (H) made a bonus or profit sharing distribution or similar payment of any kind to any employee other than as specified in written employment agreements, copies of which having been provided to the Purchaser;
 - (I) increased the compensation paid or payable to the Designated Employees (other than customary annual increases in accordance with past practice and employment agreements to be signed contemporaneously herewith) or changed the benefits to which such employees are entitled under any benefit plan, created any new benefit plan or modified, amended or terminated any existing benefit plan for any such employees, or terminated, any benefits to such employees;
 - (J) modified, amended or terminated any Assigned Contract or waived or released any right which it has or had, other than in Ordinary Course of Business; or
 - (K) entered into or become bound by any written or oral Contract or made or authorized any capital expenditure other than in the Ordinary Course of Business or involving or which may result in the payment of money by any member of the Vendor Group of an amount in excess of \$10,000 with

respect to any one transaction or an amount in excess of \$25,000 with respect to all transactions;

(L) made any payment to any employee, officer or director of any member of the Vendor Group other than in connection with his or her employment with such member of the Vendor; or

(M) authorized or agreed or otherwise become committed to do any of the foregoing.

(u) **Suppliers and Customers.**

Schedule 3.1(u) lists (i) the suppliers of the Vendor Group representing approximately 77% of the expenditures in respect of the Frozen Pizza Business since the Balance Sheet Date; and (ii) the customers of the Vendor Group representing approximately 88% of the revenue generated in respect of the Froze Pizza Business since the Balance Sheet Date (which suppliers and customers are also active suppliers and customers of the Frozen Pizza Business as of the date hereof), and the amount of consideration paid to each supplier and by each customer during such period. None of such suppliers or customers have given any member of the Vendor Group notice terminating, canceling, reducing the volume under, or renegotiating the pricing terms or any other material terms of, any Contract or relationship with such member of the Vendor Group, or has advised such member of the Vendor Group that it intends to do so.

(v) **Legal Matters.**

(i) Litigation. There are no actions, suits, complaints, claims, subpoenas, proceedings or claims, at law or in equity, by any person pending, or, to the knowledge of the Vendor, threatened in writing against any member of the Vendor Group or its directors, officers, or employees, involving, or relating to the Frozen Pizza Business or the Purchased Assets. Other than as set out in Schedule 3.1(v)(i) no member of the Vendor Group is subject to any judgment, order or decree entered in respect of any Claim.

(ii) Compliance with Laws. Other than as set out in Schedule 3.1(v)(ii), there is no outstanding or, to the knowledge of the Vendor, threatened order, writ, injunction, or decree of any court, governmental agency, or arbitration tribunal against any member of the Vendor Group involving, or relating to the Frozen Pizza Business or the Purchased Assets. No member of the Vendor Group is in violation of any applicable law, regulations or by-laws or other lawful requirements affecting, involving, or relating to the Frozen Pizza Business or the Purchased Assets.

(iii) Adequacy of Authorizations. Except for the Required Authorizations, there are no Authorizations of Governmental Entities that are required for the ownership and use of the Purchased Assets and the conduct of the Frozen Pizza Business as currently conducted under the applicable laws of the jurisdictions in which the Frozen Pizza Business is currently conducted, other than Authorizations required to carry on business generally. Except as disclosed in Schedule 3.1(v)(iii), each member of the Vendor Group is in material compliance with all terms and

conditions of the Required Authorizations. All of the Required Authorizations are in full force and effect, and, to the knowledge of the Vendor, no suspension or cancellation of any of them is being threatened in writing. Except as disclosed in Schedule 3.1(v)(iii), each member of the Vendor Group is in material compliance with all other applicable material limitations, restrictions, conditions, standards, prohibitions, requirements, obligations contained in those laws or contained in any law, regulation, code, plan, order, decree, judgment, issued, entered, promulgated, or approved thereunder relating to or affecting the Frozen Pizza Business.

(w) **Health and Food Safety.**

- (i) Except as disclosed in Schedule 3.1(v), the Vendor Group is, and has been, in compliance, in all material respects, with all applicable laws relating to the manufacture, labelling, storage, transportation, import, export, sale, handling and distribution of the products of the Frozen Pizza Business.
- (ii) Without limiting the generality of clause (a) above and except as disclosed in Schedule 3.1(v):
 - (A) no member of the Vendor Group has sold or distributed any products which are or were contaminated, adulterated or misbranded or which are or have been subject to any recall (whether ordered by the U.S. Food and Drug Administration (the “**FDA**”), the Canadian Food Inspection Agency (the “**CFIA**”), Health Canada or other similar Governmental Entity);
 - (B) all of the operations of the Vendor Group relating to the Frozen Pizza Business are in compliance, in all material respects, with all applicable Laws issued by the FDA, CFIA, Health Canada and/or any applicable state, provincial or local Governmental Entity (including all aspects of the Vendor Group’s production, import, export, handling, storage, transportation and record-keeping operations);
 - (C) the Vendor Group has in place appropriate policies and procedures to ensure compliance, in all material respects, with all applicable laws (including those of the FDA, CFIA, Health Canada and/or any applicable state, provincial and local Governmental Entity);
 - (D) the Vendor Group does not currently and has not produced or distributed any products which contain any ingredients or additives which were not at the time of manufacture and sale approved as food ingredients or additives by Health Canada;
 - (E) all promotional and advertising materials used or produced by the Vendor Group in respect of the Frozen Pizza Business comply, in all material respects, with all requirements or all applicable laws (including those of FDA, CFIA, Health Canada and all applicable state, provincial and local Governmental Entity and the *Consumer Packaging and Labelling Act* (Canada));

- (F) no member of the Vendor Group has been subject to any material adverse inspection, finding of deficiency, finding of non-compliance, regulatory or warning letter, investigation or other compliance or enforcement action, from or by the FDA, CFIA, Health Canada or any other Governmental Entity in any other applicable jurisdiction with respect to any facility used in the manufacture, handling, storage or distribution of the products of the Vendor Group relating to the Frozen Pizza Business or the Purchased Assets;
- (G) there are no pending, or, to the knowledge of the Vendor, threatened, civil, criminal or administrative legal proceedings or requests for information by the FDA, CFIA, Health Canada or any other Governmental Entity related to the manufacture of the products of the Frozen Pizza Business; and
- (H) the Vendor Group has filed all material reports and notifications with the FDA, CFIA, Health Canada or other Governmental Entity as required by applicable law in relation to the products and facilities of the Frozen Pizza Business.

(iii) No employee, consultant or other representative of any member of Vendor Group responsible for management of the manufacture, storage, transportation, import, export, sale, handling, distribution, packaging and labelling of the products of the Frozen Pizza Business has been sanctioned by a Governmental Entity for non-compliance with applicable laws. Except as disclosed in Schedule 3.1(v), the Vendor Group has established reasonable compliance programs and procedures reasonably designed to assure compliance, in all material respects, with all applicable laws relating to the Frozen Pizza Business or the Purchased Assets.

(x) **Tax Matters.**

- (i) All Taxes in respect of the Purchased Assets which are due have been paid in full. The Purchased Assets are not subject to any Encumbrances in respect of Taxes. No failure, if any, of any member of the Vendor Group to duly and timely pay any Taxes, including all instalments on account of Taxes for the current year, that are due and payable by the Vendor Group will result in an Encumbrance on the Purchased Assets.
- (ii) There are no proceedings, investigations, audits or claims now pending or threatened against any member of the Vendor Group in respect of any Taxes, and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes, which will result in an Encumbrance on the Purchased Assets.
- (iii) Except as set forth in Schedule 3.1(x), the Vendor Group has duly and timely withheld all Taxes and other amounts required by law to be withheld by it in respect of all employees, officers or directors, and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by law to be remitted by it.

- (iv) The Vendor Group has duly and timely collected all amounts on account of any sales or transfer taxes, including GST/HST and provincial or territorial sales taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by Law to be remitted by it.
- (v) The Vendor is duly registered for the purposes of Part IX of the Excise Tax Act and its registration number is [REDACTED]

(y) **Employee Matters.**

- (i) Except as set forth in Schedule 3.1(y), each member of the Vendor Group has complied, and is in compliance, with all applicable laws relating to employment and labour matters, including any provision thereof relating to wages, hours of work, vacation pay, overtime pay, human rights, occupational health and safety and conditions of employment.
- (ii) There is no collective agreement in force with respect to the employees of the Vendor Group, no collective agreement is currently being negotiated by any member of the Vendor Group, no union or employee bargaining agent holds bargaining rights with respect to any employees of the Vendor Group.
- (iii) There are no current or, to the Vendor's knowledge, threatened attempts to organize or establish any trade union or employee association with respect to the Vendor Group, nor has there been any such attempts within the past five years.
- (iv) No member of the Vendor Group has engaged in any unfair labour practice. There is no unfair labour practice complaint pending or, to the Vendor's knowledge, threatened against any member of the Vendor Group and there is no labour strike, slow down, work stoppage or lockout in effect or, to the Vendor's knowledge, threatened against any member of the Vendor Group, nor has there been any such event within the past five years.
- (v) All amounts due and owing or accrued due but not yet owing for all salary, wages, bonuses, commissions, vacation pay, pension benefits or other employee benefits in respect of employees primarily engaged by the Vendor Group in the Frozen Pizza Business ("**Frozen Pizza Employees**") have been paid or, if accrued, are reflected in the books and records of the Vendor Group.
- (vi) Except as set out in Schedule 3.1(y)(vi), any member of the Vendor Group is subject to any claim for wrongful dismissal, constructive dismissal or any other claim, complaint or litigation relating to employment, discrimination or termination of employment of any of its current or former Frozen Pizza Employees or relating to any failure to hire a candidate for employment.
- (vii) Except as disclosed in Schedule 3.1(y)(vii), there are no outstanding loans made by the Vendor Group to any current or former Frozen Pizza Employee.
- (viii) To the Vendor's knowledge, no Frozen Pizza Employee has any plans to terminate his or her employment with the Vendor Group or with the Purchaser after Closing.

(ix) Each independent contractor, agent and consultant of the Vendor Group who is primarily engaged in the Frozen Pizza Business is disclosed on Schedule 3.1(y)(ix) (collectively, "**Frozen Pizza Contractors**") and has been properly classified by the applicable member of the Vendor Group as an independent contractor and the applicable member of the Vendor Group has not received any notice from any Governmental Entity disputing such classification. Schedule 3.1(y)(ix) contains a correct and complete list of each Frozen Pizza Employee and Frozen Pizza Contractor (collectively, the "**Frozen Pizza Staff**"), whether actively at work or not, their salaries, wage rates, commissions and consulting fees, bonus arrangements (including any bonus payable as a result of the transactions contemplated hereby), benefits, accrued vacation, vacation entitlements, positions, status as full-time or part-time employees, length of service and information as to whether such employees are laid off or on a leave of absence together with the reason for their absence. Schedule 3.1(y)(ix) also contains a list of all employment agreements and all service agreements of the Vendor Group with the Frozen Pizza Staff. The Vendor has provided to the Purchaser correct and complete copies of all such employment or service agreements. Except as set forth and described in Schedule 3.1(y)(ix), no member of the Frozen Pizza Staff has any agreement as to length of notice, severance or termination payment required to terminate his employment, other than such arising from any law from the employment of an employee without an agreement as to notice or severance.

(z) **Employee Plans.**

- (i) Schedule 3.1(z) lists all Employee Plans. The Vendor have provided to the Purchaser correct and complete copies of all the Employee Plans as of the date hereof, together with all related material documentation, including summary plan descriptions. No changes have occurred or are expected to occur which would materially affect the information contained therein.
- (ii) All of the Employee Plans are and have been established and administered, in all respects, in accordance with their terms and all laws.
- (iii) All obligations regarding the Employee Plans have been satisfied and there are no outstanding defaults or violations by any party to any Employee Plan.
- (iv) All contributions or premiums required to be paid by the Vendor Group under the terms of each Employee Plan or by law have been made in a timely fashion in accordance with law and the terms of the Employee Plans and are properly recorded in the Financial Statements. The Vendor Group does not have any liability (other than liabilities accruing after the date hereof) with respect to any of the Employee Plans. Contributions or premiums for the period up to the date hereof have been paid by the Vendor Group.
- (v) No commitments to improve or otherwise amend any Employee Plan have been made except as required by applicable law.
- (vi) No insurance policy or any other agreement affecting any Employee Plan requires or permits a retroactive increase in contributions, premiums or other payments

due thereunder. The level of insurance reserves under each insured Employee Plan is reasonable and sufficient to provide for all incurred but unreported claims.

- (vii) None of the Employee Plans provides benefits to retired employees or to the beneficiaries or dependants of retired employees or to employees for periods extending beyond their retirement or other termination of service, other than coverage mandated by laws, and none is a pension plan or registered pension plan other than a group RRSP.
- (viii) None of the Employee Plans is a multi-employer plan.

(aa) **Insurance Policies.**

Schedule 3.1(aa) contains a list of all insurance policies of the Vendor Group in force as of the date hereof, naming the applicable member of the Vendor Group as an insured or beneficiary or as a loss-payable payee or for which such member of the Vendor Group has paid or is obligated to pay all or part of the premiums. All such policies of insurance coverage are in full force and effect and copies of such policies have been provided to the Purchaser. The Vendor Group is not in default with respect to any of the provisions contained in any such insurance policy and has not failed to give any notice or present any Claim under any such insurance policy in due and timely fashion. The Vendor Group has not received written notice of any pending or threatened termination or retroactive premium increase with respect thereto; and the Vendor Group is in compliance with all conditions contained therein, the noncompliance with which could result in termination of insurance coverage or increased premiums for prior or future periods. There are no pending Claims against such insurance by the Vendor Group as to which insurers have denied liability or are defending under any reservation of rights, and there exists no Claim under such insurance that has not been properly filed by the Vendor Group.

(bb) **Correspondence and Filings with Governmental Entities.**

The Purchaser has been provided with correct and complete copies of all material correspondence with Governmental Entities regarding the Vendor Group, the Purchased Assets or the Frozen Pizza Business in the last three years, other than correspondence sent or received in the Ordinary Course of Business. The Vendor Group has filed all forms, amendments to forms, reports, filings, statements and other documents required to be filed by it with any Governmental Entity (all such forms, reports, statements and other documents being collectively referred to as the "**Regulatory Reports**"), which are material to the conduct of the Frozen Pizza Business in the Ordinary Course of Business. The Regulatory Reports did not at the time they were filed (after giving effect to any amendments filed before the date hereof) contain any material misrepresentation.

(cc) **Broker's or Finder's Fees.**

No broker or finder is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Vendor Group.

3.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

(a) **Capacity, Power and Authority.**

The Purchaser has the capacity, power and authority to execute, deliver, and perform its obligations under this Agreement and the Ancillary Documents to be executed and delivered by it in connection with the Transaction, and has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the Ancillary Documents and the consummation of the Transaction. This Agreement is, has been and, in the case of the Ancillary Documents will be, as applicable, duly executed and delivered. This Agreement is and, in the case of the Ancillary Documents to be executed by it, shall be (assuming due authorization, execution and delivery by the Vendor), a legal, valid, and binding obligation of the Purchaser, enforceable against it in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(b) **Organization.**

The Purchaser is a corporation duly incorporated and validly existing in good standing under the laws of the jurisdiction of its incorporation with the corporate power and authority to conduct its business, to own and lease its properties and assets, to enter into this Agreement and the Ancillary Documents to which it is a party or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder.

(c) **No Conflict.**

Neither the execution and delivery by the Purchaser of this Agreement and each of the Ancillary Documents to be executed and delivered by it in connection with the Transaction, nor the consummation by the Purchaser of the Transaction will result in a breach or violation of any of the terms or provisions of, or constitute a default that would result in an inability to consummate the Transaction under (whether after notice or lapse of time or both):

- (i) any applicable laws;
- (ii) the organizational documents or resolutions of the Purchaser or the Purchaser Parent;
- (iii) any mortgage, note, indenture, Contract, agreement, instrument, lease or other document to which the Purchaser or the Purchaser Parent is a party or to which the Purchaser or the Purchaser Parent is bound, including without limitation the Shareholders Agreement, the breach or violation of which would have a material adverse effect.

(d) **Government Consents, Approvals, Notices and Filings.**

No consent or approval of, giving of notice to, making filings with or taking of any action in respect of or by any Governmental Entity is required to be obtained or given by the Purchaser or the Purchaser Parent with respect to the execution, delivery or performance by the Purchaser of this Agreement and the Ancillary Documents that would result in an inability to consummate the Transaction.

(e) **Third Party Consents, Approvals and Notices.**

No consent or approval of, or notice to, any person is required to be obtained or given by the Purchaser or the Purchaser Parent with respect to the execution, delivery or performance by the Purchaser of this Agreement and the Ancillary Documents that would result in an inability to consummate the Transaction.

(f) **Litigation.**

There are no (i) actions, claims, appeals, grievances, suits, or proceedings; (ii) arbitration or alternative dispute resolution processes in progress; or (iii) administrative proceedings by or before any Governmental Entity; in each case, pending, or to the Purchaser's knowledge, threatened against the Purchaser or the Purchaser Parent, which prohibits, restricts or seeks to enjoin the transactions contemplated by this Agreement.

(g) **Broker's or Finder's Fees.**

No broker or finder is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Purchaser.

ARTICLE 4

COVENANTS OF THE PARTIES

4.1 Grant of License

- (a) The Vendor and 249 hereby grant to the Purchaser and the Purchaser hereby accepts from the Vendor and 249, an exclusive, non-transferable, non-assignable and non-sublicensable (except as set out below in this Section 4.1(a)), irrevocable, worldwide, royalty-free, and fully paid-up, right and license to utilize the GA Trademarks in connection with its operation of the Frozen Pizza Business and such other consumer packaged goods as the Purchaser may determine from time to time, in its sole discretion, commencing on the Closing Date and continuing until such time as the neither the Vendor, nor 249, has title to the GA Trademarks (the "**License Term**"). The Vendor and 249 hereby grant to the Purchaser the right to transfer, assign or sub-license such license on the same terms and conditions as set forth pursuant to this Section 4.1 to any one or more of its affiliates.
- (b) The Vendor covenants that in the event any member of the Vendor Group (i) sells, leases, transfers, or otherwise disposes, in a single transaction or series of related transactions, by such member of the Vendor Group, all or substantially all its assets, (ii) a third party acquires from the shareholders of any member of the Vendor Group more than 50% of its issued and outstanding voting shares (each, a "**Sale Event**"), the buyer in connection

with such Sale Event shall agree to assume and perform the Vendor's and 249's obligations on substantially the same terms and conditions as set forth in this Section 4.

- (c) If any member of the Vendor Group (i) makes an assignment for the benefit of creditors or a proposal under the *Bankruptcy and Insolvency Act* (Canada) or is declared bankrupt or becomes insolvent, or (ii) fails to maintain the GA Trademarks in good standing during the License Term and such failure, to the extent curable, is not cured within thirty days of Vendor or 249 becoming aware of such failure, the Vendor and 249 shall, to the extent permitted under applicable law and subject to the rights of its secured creditors, prior to such event, transfer and be deemed to have transferred the GA Trademarks to the Purchaser or its affiliates, and the Purchaser shall pay to the Vendor and 249 \$1.00 in consideration of the GA Trademarks.
- (d) The Vendor and 249 each agree that it may not, and it shall cause other members of the Vendor Group to not, use the GA Trademarks during the License Term for any purpose other than the operation of the pizza restaurant located at 331 Adelaide Street West, Toronto, ON M5V 1R5, the operation of such other pizza restaurants as the Vendor Group may establish from time to time and any other form of production, sale or distribution of fresh (not frozen) pizza.
- (e) The Vendor and 249, on one hand, and the Purchaser, on the other hand, each covenant that, during the License Term, they shall preserve the reputation and goodwill of the GA Trademarks and that any use of the GA Trademarks shall be in compliance with applicable law.
- (f) The Vendor and 249 hereby represent and warrant to the Purchaser that, as of the time immediately prior to Closing, all of the registrations and applications for registrations of the GA Trademarks are valid and subsisting in good standing and are recorded in the name of the Vendor or 249, as the case may be. The Vendor and 249 covenant to maintain the GA Trademarks in good standing during the License Term.
- (g) In the case of a proposed sale of the GA Trademarks in connection with a Sale Event or under bankruptcy proceedings, subject to applicable law and the rights of the Vendor Group's secured creditors, the Vendor and 249 hereby agree to provide the Purchaser with prior written notice (the "**Offer Notice**") of any third party offer received in connection with any such proposed sale (the "**Third Party Offer**") within fifteen (15) days of receipt of such Third Party Offer, which Offer Notice shall include disclosure of the material terms of the Third Party Offer. For greater certainty, neither the Vendor, nor 249, shall be required to disclose the identity of the offeror of the Third Party Offer.

4.2 Employees

- (a) The Purchaser shall deliver to each individual who is an employee of the Vendor Group listed in Schedule 4.2 as of Closing (collectively, the "**Designated Employees**") an offer, conditional upon Closing, of employment on terms and conditions as outlined in the contract of employment offered to Designated Employees. In such offer, the Purchaser shall recognize the service of the Designated Employees as set out in Schedule 4.2 for all purposes as required by applicable statutory legislation only and not for common law purposes. Each Designated Employee will be deemed to have accepted the Purchaser's offer of employment if he or she provides a signed contract of employment with the

Purchaser and reports for work on the first Business Day following the Closing Date (or, if the Designated Employee is absent from work due to authorized leave of any kind, on the first Business Day following the end of such authorized leave).

- (b) In this Agreement, "**Transferred Employees**" means those Designated Employees who have accepted the Purchaser's offer of employment made pursuant to this Section 4.2 and "**Employee Start Date**" means the Closing or such later date on which a Transferred Employee commences active employment with the Purchaser.

4.3 Employee Liability

- (a) Without limiting the Vendor Group's obligations in respect of persons employed by the Vendor Group prior to the Closing, the Vendor shall, on its own behalf, or on behalf of other members of the Vendor Group, be responsible for:
- (i) all liabilities for salary, wages, bonuses, commissions, overtime pay, statutory holiday pay and other compensation relating to employment of all persons in the Frozen Pizza Business prior to the Closing and all liabilities under or in respect of any employee benefit plans;
 - (ii) all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by any member of the Vendor Group of the employment of any employees, and/or cessation of the employment of any employees for any reason, including Transferred Employees and any Designated Employees who do not become Transferred Employees;
 - (iii) all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment in the Frozen Pizza Business prior to the Closing; and
 - (iv) all employment-related claims, penalties and assessments in respect of the Frozen Pizza Business arising out of matters which occurred prior to the Closing; and
 - (v) all other debts, liabilities, costs or obligations to or in respect of the Transferred Employees, which arise out of any fact, matter or circumstance occurring prior to Closing.
- (b) Without limiting the Purchaser's obligations in respect of the Transferred Employees on and after the Closing, the Purchaser shall be responsible for:
- (i) all liabilities for Accrued Vacation Pay;
 - (ii) all liabilities for salary, wages, bonuses, commissions, vacation pay, and other compensation relating to employment of all Transferred Employees on and after the applicable Employee Start Date;
 - (iii) all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Purchaser of the employment of any

Transferred Employee arising out of matters which occur on or subsequent to Closing;

- (iv) all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment of the Transferred Employees in the Frozen Pizza Business on or after the Closing; and
- (v) all employment-related claims, penalties and assessments in respect of the Frozen Pizza Business arising out of matters which occur on or subsequent to the Closing.

4.4 Restrictive Covenants

The Vendor Group acknowledges and agrees that there is substantial goodwill associated with the Purchased Assets and the Frozen Pizza Business, which the Purchaser has a legitimate interest in protecting, and that the Purchaser would not have agreed to pay the consideration provided for in this Agreement unless it was assured that it would continue to have the benefit of such goodwill following the completion of the transactions contemplated hereunder.

- (a) **Non-Competition.** The Vendor on its own behalf, and on behalf of each other member of the Vendor Group, hereby agree and covenant that they shall not, at any time during the period commencing on the Closing Date and ending five (5) years therefrom (the "**Restricted Period**"), without the prior written consent of the Purchaser (which consent may be withheld at the Purchaser's sole discretion), directly or indirectly, own any interest in, provide financing or financial assistance to, guarantee the debts or obligations of, permit his name or any part thereof to be used or employed by any Person, operate, manage, control, participate in, consult with, advise, provide services to, or in any other manner carry on, engage in, be concerned with or interested in, assist or advise any business that is the same as, similar to or competitive with, the Frozen Pizza Business, anywhere within Canada, in each case, whether individually or through or in association with any other Person, as principal, agent, shareholder, creditor, partner, trustee or in any other manner whatsoever; provided, however, that the foregoing shall not be construed as preventing or restricting any member of the Vendor Group from owning not more than two percent (2%) of the issued and outstanding shares of a corporation (calculated in the aggregate together with any shares owned by any other member of the Vendor Group and any affiliate of the Vendor Group), the shares of which are listed on a recognized stock exchange (provided that such member of the Vendor Group does not participate in or influence the decision-making process of such corporation), which carries on a business which is competitive with or similar to the Frozen Pizza Business.
- (b) **Non-Solicitation.** The Vendor hereby further agrees and covenants, on its own behalf and on behalf of the other members of the Vendor Group, that they shall not, during the Restricted Period, directly or indirectly, whether individually or through or in association with any other Person: (i) induce or attempt to induce any employee, independent contractor, customer or supplier of the Purchaser to leave such employment or terminate such relationship or in any way interfere with the relationship between the Purchaser and any such employees, independent contractors, customers and suppliers; or (ii) hire any employee or independent contractor of the Purchaser, provided however, that clauses (i) and (ii) will not prohibit the solicitation, enticement, inducement, hiring or approaching of any such employee or independent contractor (a) made by way of a general solicitation

to the public; or (b) whose employment or contracting relationship was terminated by the Purchaser.

- (c) **Non-Disparagement.** The Vendor shall not, and shall ensure that each other member of the Vendor Group shall not, during the Restricted Period, directly or indirectly, in any manner whatsoever, including individually, in partnership, jointly or in conjunction with any other Person, or as principal, agent, director, officer, employee, consultant or shareholder, make or publish written or oral statements or remarks (including, for greater certainty, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are intended to have the effect of disparaging, impugning or damaging the commercial, business or financial reputation of the Purchaser or any of its and its affiliates' respective shareholders, employees, officers or directors, or the Frozen Pizza Business.
- (d) The Vendor acknowledges that a breach of this Section 4.4 would give rise to irreparable harm to the Purchaser, for which monetary damages may not be an adequate remedy, and hereby agrees that in the event of a breach by the Vendor, or any other member of the Vendor Group, of any such obligation, the Purchaser shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.
- (e) The Parties hereto agree that (i) no proceeds under this Agreement are received or receivable by the Vendor in consideration for granting any restrictive covenant (as defined in section 56.4 of the ITA); and (ii) any such restrictive covenants are being granted for the sole purpose of maintaining or preserving the fair market value of the Purchased Assets. The Purchaser shall have no duty or obligation to verify the accuracy or completeness of any such election, other than in respect of information therein about the Purchaser. Notwithstanding the foregoing, nothing in this Section 4.4(e) will diminish, limit or derogate from the validity or enforceability of the restrictive covenants set forth in this Agreement and the Vendor agrees that it will not assert or claim that this Section 4.4(e) diminishes, limits or derogates from the validity or enforceability of such restrictive covenants in any manner whatsoever.

4.5 Transition Services

For a period of six (6) months following the Closing, the Vendor shall, at the request of the Purchaser, provide any or all of the services set forth on Schedule 4.5 (the "**Transition Services**") to the Purchaser, for no consideration, and otherwise in accordance with this Section 4.5. The Transition Services shall be provided in good faith, in accordance with applicable law and in a professional and competent manner, generally consistent with the historical provision of the Transition Services and with the same standard of care as historically provided, but in each case sufficient to permit the Purchaser to operate the Frozen Pizza Business. The Vendor agrees to assign sufficient resources and qualified personnel as are reasonably required to perform the Transition Services in accordance with the standards set forth in the preceding sentence. To the extent that the Purchaser and the Vendor wish to provide for any additional mutually agreed services or terms and conditions regarding the Transition Services, the Purchaser and the Vendor may enter into a transition services agreement to reflect such services or terms and conditions.

ARTICLE 5
CLOSING ARRANGEMENTS

5.1 Date, Place and Time of Closing

The closing of the sale and purchase of the Purchased Assets will take place at the Closing Time on the Closing Date at the offices of Torkin Manes LLP, Suite 1500 151 Yonge Street, Toronto, Ontario, or at such other place, on such other date and at such other time as may be agreed upon in writing by the Parties.

5.2 Deliveries at Closing

- (a) At the Closing Time, the Vendor shall deliver, or cause to be delivered, to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably:
- (i) all deeds, conveyances, bills of sale, assurances, transfers and assignments and other documents to transfer effectively to the Purchaser good title to the Purchased Assets free and clear of all Encumbrances, except for the Permitted Encumbrances;
 - (ii) certified copies of resolutions of the board of directors of the Vendor, and of the Vendor Parent, authorizing the entering into and completion of the transactions contemplated by this Agreement;
 - (iii) a certificate of status with respect to the Vendor and the Vendor Parent, issued by the appropriate Governmental Entity in its jurisdiction of incorporation;
 - (iv) assignments of all of the Assigned Contracts;
 - (v) Assumed Debt Agreement duly executed by the Vendor and the Creditors;
 - (vi) receipt of all Consents and Authorizations listed in Schedules 3.1(g) and 3.1(h), other than those listed in Schedule 3.1(c);
 - (vii) conditional approval by the TSX-V of the Transaction and, if applicable, the transactions contemplated pursuant to the Loan Assignment Agreement, and the completion, satisfaction or waiver of all conditions precedent thereto, except for delivery of the final executed version of this Agreement and the Ancillary Documents that are required to be delivered to the TSX-V following completion of the Transaction;
 - (viii) a statement of the Inventory count;
 - (ix) releases and discharges of all Encumbrances against the Purchased Assets, except for the Permitted Encumbrances;
 - (x) a Loan Assignment Agreement duly executed by each Creditor, including a full and final release of security over the Purchased Assets;
 - (xi) a consent and release of security in respect of the Permitted Encumbrances executed by all creditors set forth under the Permitted Encumbrances other than the Creditors;

- (xii) a co-existence agreement in respect of the GA Trademarks (the “**Co-Existence Agreement**”), duly executed by the Vendor and 249; and
 - (xiii) all other documentation and evidence reasonably requested by the Purchaser in order to establish the due authorization and completion of and effectively implement the transactions contemplated by this Agreement.
- (b) At the Closing Time, the Purchaser shall deliver, or cause to be delivered, to the Vendor the following in form and substance satisfactory to the Vendor, acting reasonably:
- (i) Assumed Debt Agreement duly executed by the Purchaser;
 - (ii) the Loan Assignment Agreements, duly executed by the Purchaser and the Purchaser Parent;
 - (iii) certified copies of resolutions of the board of directors of the Purchaser authorizing the entering into and completion of the transactions contemplated by this Agreement;
 - (iv) a certificate of status with respect to the Purchaser and the Purchaser Parent, each issued by the appropriate Governmental Entity in its jurisdiction of incorporation;
 - (v) the Co-Existence Agreement, duly executed by the Purchaser; and
 - (vi) all other documentation and evidence reasonably requested by the Vendor in order to establish the due authorization and completion of and effectively implement the transactions contemplated by this Agreement.

ARTICLE 6

SURVIVAL AND INDEMNIFICATION

6.1 Survival of Representations, Warranties and Covenants

- (a) All representations and warranties of the Vendor contained in this Agreement and any Ancillary Documents shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Purchaser, shall continue in full force and effect for the benefit of the Purchaser for a period of fifteen (15) months from the Closing Date and any Claim in respect thereof (except a Claim based on tax matters under Section 3.1(x), which will survive until the date that is 90 days following the expiration of the last of the limitation periods contained in the ITA and any other applicable laws imposing Tax on the Vendor, or a Claim based on a breach of Sections 3.1(a), 3.1(b), 3.1(c), 3.1(d), 3.1(e), 3.1(i), 3.1(j), 3.1(k), 3.1(l), 3.1(s)(iv), 3.1(v)(iii) and 3.1(cc) (collectively, including Section 3.1(x), the “**Vendor Excluded Representations**”) or on fraud or willful misconduct, which shall survive indefinitely) shall be made in writing within such time period. All covenants and agreements of the Vendor contained in this Agreement and any Ancillary Documents shall survive the Closing for the period explicitly specified therein, or if no period is specified, indefinitely.

- (b) All representations and warranties of the Purchaser contained in this Agreement and in any Ancillary Document shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Vendor, shall continue in full force and effect for the benefit of the Vendor for a period of fifteen (15) months from the Closing Date and any Claim in respect thereof (except a Claim based on a breach of Sections 3.2(a), 3.2(b), 3.2(c) and 3.2(g) (the "**Purchaser Excluded Representations**") or on fraud or willful misconduct, which shall survive indefinitely) shall be made in writing within such time period. All covenants and agreements of the Purchaser contained in this Agreement and any Ancillary Documents shall survive the Closing for the period explicitly specified therein, or if not specified, indefinitely.
- (c) Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

6.2 Indemnification by the Vendor

- (a) Subject to Section 6.1, the Vendor shall indemnify and save the Purchaser fully harmless against, and will reimburse it for, any Damages suffered by or asserted against it, directly or indirectly, arising from, in connection with or related to:
 - (i) any incorrectness in or breach of any representation or warranty of the Vendor contained in this Agreement or in the Ancillary Documents;
 - (ii) any breach or non-fulfilment of any covenant or obligation on the part of the Vendor contained in this Agreement or in the Ancillary Documents;
 - (iii) the Excluded Liabilities;
 - (iv) the Accrued Vacation in respect of the period prior to January 1, 2023 to the extent not set forth in Schedule 1.1(d); and
 - (v) any Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of the Vendor (other than the Purchased Assets or Assumed Liabilities) conducted, existing or arising on or before the Closing Date.

6.3 Indemnification by the Purchaser

- (a) Subject to Section 6.1, the Purchaser shall indemnify and save the Vendor fully harmless against, and will reimburse it for, any Damages suffered by or asserted against it arising from, in connection with or related to:
 - (i) any incorrectness in or breach of any representation or warranty of the Purchaser contained in this Agreement or in the Ancillary Documents;
 - (ii) any breach or non-fulfilment of any covenant or obligation on the part of the Purchaser contained in this Agreement or in the Ancillary Documents; and

- (iii) the ownership of the Purchased Assets by the Purchaser following the Closing or the Assumed Liabilities, including, without limitation, the Assumed Liabilities for any obligations under the Assigned Contracts arising after the Closing, notwithstanding the Vendor or any other member of the Vendor Group remaining a party to and/or guaranteeing the performance under certain Assigned Contracts after the Closing pursuant to Section 2.6.

6.4 Limitations on Amount of Indemnification

- (a) The maximum aggregate liability of the Vendor or the Purchaser for Damages suffered by the Vendor or the Purchaser with respect to the matters described in Section 6.2(a)(i) and 6.3(a)(i) is limited to 33% the Purchase Price.
- (b) An Indemnifier (as defined below) has no obligation to make any payment for indemnification or otherwise with respect to the matters described in Section 6.2(a)(i) and 6.3(a)(i), as applicable, until the total liability of Damages in respect of such matters exceeds \$25,000 (the "**Aggregate Threshold**"). Once the total liability of all Damages exceeds the Aggregate Threshold, any Indemnified Person may assert all claims for Damages, including recovery of amounts below the Aggregate Threshold.
- (c) The limitations of liability set out in Section 6.4(a) and (b) shall not apply with respect to any Damages arising out of or in connection with the Vendor Excluded Representations, the Purchaser Excluded Representations, which liability shall be limited to the Purchase Price, or any act of fraud, gross negligence, or willful misconduct by the Vendor or the Purchaser or their respective agents or advisors.

6.5 Notice of Claim for Damages

- (a) If any Damages are suffered by or asserted against a Party, that Party (the "**Indemnified Person**") will promptly notify the other party (the "**Indemnifier**") in writing of that claim for Damages. The notice will describe the claim in reasonable detail and indicate, if reasonably practicable, the nature and amount of the potential Damages arising therefrom. Notice to an Indemnifier in accordance with this Section 6.5(a) will constitute assertion of a claim for indemnification against the Indemnifier under this ARTICLE 6.
- (b) Upon receipt of a notice of claim under paragraph 6.5(a), the Indemnifier will then have a period of ninety (90) days within which to respond in writing to that claim. During that period, the Indemnified Person will make available to the Indemnifier the information relied upon by the Indemnified Person to substantiate its right to be indemnified, together with all other information as may be reasonably requested by the Indemnifier. If the Indemnifier does not respond within that ninety (90) day period, the Indemnifier will be deemed to have rejected that claim and the Indemnified Person may pursue any remedies available to it.
- (c) If a third party Claim is made against an Indemnified Person, and if the Indemnified Person intends to seek indemnity with respect thereto under this Article, the Indemnifier shall have thirty (30) days after receipt of notice pursuant to Section 6.5(a) to undertake, conduct and control, through counsel of its own choosing and at its expense, provided such counsel is reasonably satisfactory to the Indemnified Person, the settlement or defense thereof, and the Indemnified Person shall co-operate in all reasonable respects

with it in connection therewith; except that the Indemnifier shall not have the right to defend or direct the defence of any such third party Claim that (i) seeks an injunction or other equitable relief against the Indemnified; or (ii) is asserted directly by or on behalf of a Person that is, at the time such Claim is made against an Indemnified Person, a supplier or customer of the Indemnified Person, provided that the indemnifier shall only be required to indemnify an Indemnified Person for Damages arising in connection with third party Claims contemplated in (i) and (ii) if such Indemnified Person defends any such Claims diligently and in good faith. If the Indemnifier undertakes, conducts and controls the settlement or defense of such third party Claim (i) the Indemnifier shall permit the Indemnified Person to participate in (subject to the Indemnifier's right to conduct and control) such settlement or defense through counsel chosen by the Indemnified Person, provided that the fees and expenses of such counsel shall be borne by the Indemnified Person; and (ii) the Indemnifier shall promptly reimburse the Indemnified Person for the full amount of any Damages resulting from such third party Claim and all related expenses (other than the fees and expenses of counsel as aforesaid) incurred by the Indemnified Person upon the final settlement or adjudication of such third party Claim. If the Indemnifier, having elected to assume such control, thereafter fails to defend the third party Claim diligently or within a reasonable time, the Indemnified Person shall be entitled to assume such control of the defence, including retaining counsel to act on its behalf, at the expense of the Indemnifier, and the Indemnifier shall be bound by the results obtained by the Indemnified Person with respect to such third party claim. The Indemnified Person shall not pay or settle any third party Claim so long as the Indemnifier is reasonably contesting any such third party Claim in good faith on a timely basis. Notwithstanding the two immediately preceding sentences, the Indemnified Person shall have the right to pay or settle any such Claim, provided that in such event it shall waive any right to indemnity therefor by the Indemnifier.

- (d) Failure by an Indemnified Person to give timely notice of a claim for Damages will not relieve an Indemnifier from the obligation to indemnify the Indemnified Person, unless the Indemnified Person gives notice after the expiration of the limitation period under Section 6.1 or, in respect of a third party Claim, the Indemnifier forfeits rights or defences by reason of the failure to give timely notice.

6.6 Recourse for Indemnification Claims

- (a) Subject to the limitations contained in Section 6.4, once Damages (the amount of such Damages, a **"Payable Event Amount"**) are agreed to by the Indemnifier or finally adjudicated (with no further right for appeal) to be payable under this ARTICLE 6 (the date of such agreement or final adjudication, an **"Indemnification Settlement Date"**):
 - (i) if the Purchaser is the Indemnifier, then the Indemnifier shall satisfy its obligations by cash payment; or
 - (ii) if the Vendor is the Indemnifier, then the Indemnifier shall satisfy its obligations by: (A) cash payment, or (B) causing one or more of the Creditors to surrender to the Purchaser Parent for cancellation an aggregate number of Piano Shares held by such Creditor(s) equal to the Payable Event Amount divided by the Piano Share Price (or balance remaining following a cash payment pursuant to (A)), rounded down to the nearest whole Piano Share.

- (b) For greater certainty and notwithstanding anything else in this Agreement to the contrary, Section 6.6 sets out an Indemnified Person's sole recourse for the satisfaction of any and all indemnification claims pursuant to this ARTICLE 6.

6.7 Set-Off

The Purchaser shall be entitled to apply and set-off any amounts owing by the Vendor to the Purchaser pursuant to this Agreement against any amounts payable by the Purchaser to the Vendor at any time following the Closing.

6.8 Exclusive Remedy

- (a) Except for claims of fraud, gross negligence, actions taken in bad faith or intentional misrepresentation and except for the specific performance of covenants, where appropriate under applicable law, no claim for indemnification whatsoever may be brought by a Party under this Agreement or with respect to Damages suffered or incurred as a result of, in respect of or arising out of the matters described in ARTICLE 6 other than pursuant to, and subject to the provisions of, this ARTICLE 6. For certainty, the Parties' rights of indemnity set forth in ARTICLE 6 are the sole and exclusive remedy of the Parties, in law or equity, in contract, tort, or under any other theory of law or otherwise howsoever, for any non-performance, non-fulfilment, misrepresentation, inaccuracy, or incorrectness of any representation, warranty, or covenant, or any document, assurance, or certificate given in connection with this Agreement.
- (b) This Section will remain in full force and effect in all circumstances and will not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its covenants, representations or warranties in this Agreement or under any agreement or other document delivered pursuant to this Agreement, or by any termination or rescission of this Agreement.

ARTICLE 7 **MISCELLANEOUS**

7.1 Notices

- (a) Any notice, direction or other communication (in this Section 7.1, a "**notice**") regarding the matters contemplated by this Agreement must be in writing and must be delivered personally, sent by courier or transmitted by electronic mail, as follows:

- (i) in the case of the Vendor, at:

333 Adelaide Street West
Toronto, Ontario M5J 2P1

Attention: Amy Hastings, General Counsel
Email: amy@gapizza.com

(ii) in the case of the Purchaser, at

[REDACTED]

Attention: Victor Barry

Email: [REDACTED]

with a copy to:

Torkin Manes LLP
151 Yonge Street, Suite 1500
Toronto, Ontario M5C 2W7

Attention: Adrian Myers

Email: [REDACTED]

- (b) A notice is deemed to be delivered and received (i) if delivered personally, on the date of delivery if delivered prior to 5:00 p.m. (Toronto time) on a Business Day and otherwise on the next Business Day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if transmitted by electronic mail, on the Business Day following the date of confirmation of transmission.
- (c) A Party may change its address for service from time to time by notice given in accordance with the foregoing provisions.

7.2 Further Assurances

Each Party will from time to time, before or after the Closing Time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all further acts, documents and instruments as may be reasonably necessary or desirable in order to give full effect to this Agreement or any provision of it.

7.3 Costs and Expenses

Unless otherwise specified, each Party will be responsible for all costs and expenses incurred by it in connection with this Agreement and the transactions contemplated by it.

7.4 Waiver of Rights

Any waiver of any of the provisions of this Agreement will be binding only if it is in writing and signed by the Party to be bound by it, and only in the specific instance and for the specific purpose for which it has been given. The failure or delay of any Party in exercising any right under this Agreement will not operate as a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

7.5 Severability

If any provision of this Agreement or its application to any Party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.

7.6 Successors and Assignment

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors but neither this Agreement nor any of the rights or obligations under this Agreement is assignable or transferable by either the Purchaser, the Vendor or the Creditors without the prior written consent of the other Parties.

7.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all other understandings, agreements, representations (including misrepresentations, negligent or otherwise), negotiations, communications and discussions, written or oral, made by the parties with respect thereto. There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the parties, except as expressly stated in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

7.8 Governing Law; Attornment

This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the jurisdiction of the courts of Ontario.

7.9 Counterparts and Delivery by Facsimile

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

[Signature page follows]

THIS AGREEMENT has been executed by the Parties on April 13, 2023.

PIZAPIE INC.

Per: 

Name: Victor Barry

Title: Authorized Signatory

I have the authority to bind the corporation

GA CPG LIMITED

Per: _____

Name:

Title:

I have the authority to bind the corporation

The undersigned, being a signatory to this Agreement exclusively in respect of Section 4.1 and Section 4.4, hereby acknowledges and agrees to its obligations set forth in Section 4.1 and the restrictive covenants set forth in Section 4.4.

2499754 ONTARIO LIMITED

Per: _____

Name:

Title:

I have the authority to bind the corporation

Each of the undersigned, being signatories to this Agreement exclusively in respect of Section 4.4, hereby acknowledge and agree to the restrictive covenants set forth in Section 4.4.

GENERAL ASSEMBLY HOLDINGS LIMITED

Per: _____

Name:

Title:

I have the authority to bind the corporation

THIS AGREEMENT has been executed by the Parties on April 13, 2023.

PIZAPIE INC.

Per: _____

Name:

Title:

I have the authority to bind the corporation

GA CPG LIMITED

Per: _____

Name: Ted Hastings

Title: Authorized Signatory

I have the authority to bind the corporation

The undersigned, being a signatory to this Agreement exclusively in respect of Section 4.1 and Section 4.4 , hereby acknowledges and agrees to its obligations set forth in Section 4.1 and the restrictive covenants set forth in Section 4.4.

2499754 ONTARIO LIMITED

Per: _____

Name: Ted Hastings

Title: Authorized Signatory

I have the authority to bind the corporation

Each of the undersigned, being signatories to this Agreement exclusively in respect of Section 4.4, hereby acknowledge and agree to the restrictive covenants set forth in Section 4.4 .

GENERAL ASSEMBLY HOLDINGS LIMITED

Per: _____

Name: Ted Hastings

Title: Authorized Signatory

I have the authority to bind the corporation

GA SUBSCRIPTIONS LIMITED

Per:



Name: Ted Hastings

Title: Authorized Signatory

I have the authority to bind the corporation

DISCLOSURE SCHEDULES

These disclosure schedules (“Disclosure Schedule”) are made and given pursuant to the Asset Purchase Agreement, dated as of April 13, 2023 (the “Agreement”), between Vendor and Purchaser. Capitalized terms used herein but not defined herein shall have the meanings given to them in the Agreement, unless the context requires otherwise.

This Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Agreement and is not intended to constitute, and shall not be construed as constituting, any representation or warranty of the Vendor, except as and to the extent expressly provided in the Agreement. This Disclosure Schedule may include items or information that the Vendor is not required to disclose under the Agreement, and disclosure of such items or information shall not affect, directly or indirectly, the scope of the disclosure obligation of the Vendor under the Agreement. The fact that any item or information is contained in this Disclosure Schedule shall not be construed to mean that such item or information is required to be disclosed herein.

Except as set forth in the Agreement, no reference to or disclosure of any item or matter in this Disclosure Schedule shall be construed, in and of itself, as an admission or representation that such item or matter is “material” or would have a “Material Adverse Effect,” is or is not in the “Ordinary Course of Business”. Such reference or disclosure shall not be used as a basis for interpreting the term “material,” “materiality” or “Material Adverse Effect” in the Agreement.

Each of the disclosures in this Disclosure Schedule, shall indicate the section, and if applicable subsection, of the Agreement to which it relates, except to the extent that (a) such information is cross-referenced in another part of this Disclosure Schedule or (b) the applicability of such information to another section or subsection of the Agreement is reasonably apparent from the actual text of the disclosures without any reference to extrinsic documentation or any independent knowledge on the part of the reader regarding the matter disclosed.

Appendices, annexes and exhibits attached hereto and referenced herein form an integral part of the parts of this Disclosure Schedule into which they are so referenced for all purposes, including for purposes of cross-application to other parts of this Disclosure Schedule to the extent that it is reasonably apparent from the actual text of the disclosures without any reference to extrinsic documentation or any independent knowledge on the part of the reader regarding the matter disclosed, that the disclosures in such appendices and exhibits are intended to apply to such other sections of this Disclosure Schedule.

This introductory language and the headings used in this Disclosure Schedule are inserted for convenience only and shall not create a different standard for disclosure than the language set forth in the Agreement. Nothing in this Disclosure Schedule constitutes an admission of any liability or obligation of the Vendor to any third party, nor an admission of any liability or obligation to any third party against the Vendor’s interests. In disclosing the information in this Disclosure Schedule, the Vendor expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein, and no information contained herein shall be deemed an admission of liability to any third party.

Schedule 1.1(d)
Accrued Vacation Pay

Employee	Pre-2023 Vacation	2023 Vacation
	280.77	884.62
	2,298.46	727.08
	330.19	1,356.95
	2,115.00	2,767.12
	5,192.31	2,873.55
	2,435.00	1,037.67
	533.65	1,197.31

Schedule 1.1(f)
Assigned Contracts

Member of Vendor Group*	Counterparty	Title	Date	Type of Contract
Vendor		Lease – Real Property	August 25, 2022	Written Contract
Vendor Parent		Lease – Equipment	January 6, 2022	Written Contract
Vendor		Distribution	Nov 2020	Written Contract
Vendor		Customer	Feb 2022	Written Contract
Vendor		Customer	n/a	Oral/Relationship
Vendor		Customer	n/a	Oral/Relationship
Vendor		Supplier	Sep 2021	Written Contract
Vendor		Distribution	Feb 2021	Written Contract
Vendor		Distribution	Mar 2022	Written Contract

Vendor		Distribution	Mar 2022	Written Contract
Vendor		Customer	n/a	Oral/Relationship
Vendor		Customer	n/a	Oral/Relationship
Vendor		Lease – Equipment [REDACTED]	Jun 2021	Written Contract
Vendor Parent		Consulting Arrangement	Nov 2022	Engagement Letter
Vendor Parent		DTC/Website	n/a	Online/Click Through
Vendor Parent		DTC/Website	n/a	Online/Click Through
Vendor Parent		DTC/Website	n/a	Online/Click Through
Vendor Parent		Software	July 2022	Written Contract
Vendor		Software	n/a	Online/Click Through
Vendor		Supplier	n/a	Oral/Relationship

Vendor		Supplier	n/a	Oral/Relationship
Vendor		Supplier	n/a	Oral/Relationship
Vendor		Supplier	n/a	Oral/Relationship
Vendor		Supplier	n/a	Oral Relationship
Vendor		Supplier	n/a	Oral/Relationship
Vendor		Supplier	n/a	Oral/Relationship
Vendor		Supplier	n/a	Oral/Relationship
Vendor		Supplier	n/a	Oral/Relationship
Vendor		Supplier	n/a	Oral/Relationship
Vendor		Supplier	June 30, 2021	Written Contract
Vendor		Gas Card	May 5, 2021	Business Credit Card Application
Vendor		Supplier	n/a	Oral/Relationship

Vendor		Customer	n/a	Oral/Relationship
Vendor		Software	n/a	Online/Click Through
Vendor		Software	n/a	Online/Click Through
Vendor		Software	n/a	Online/Click Through
Vendor		Software	n/a	Online/Click Through

* All Assigned Contracts have been assigned to the Vendor prior to Closing.

Schedule 1.1(r)
Creditors

Creditor	Assigned Debt	Purchaser Parent Class C Common Shares
Timothy Nye	Principal amount of \$1,560,280.69 payable pursuant to that certain promissory note by Vendor to Timothy Nye	
Shelina Lalani	Principal amount of \$200,000 pursuant to that certain promissory note issued by Vendor to Shelina Lalani on the Closing Date	

Schedule 1.1(z)
Facility License

Governing Body	Name	Date Issued	Issued to
Canadian Food Inspection Agency (CFIA)	CFIA License	15-Sep-21	Vendor Parent
Regional Municipality of Peel	Health Certificate	16-Sep-22	Vendor
U.S. Food and Drug Administration (FDA)	FDA License	15-Jun-22	Vendor

Schedule 1.1(bb)
GA Trademarks

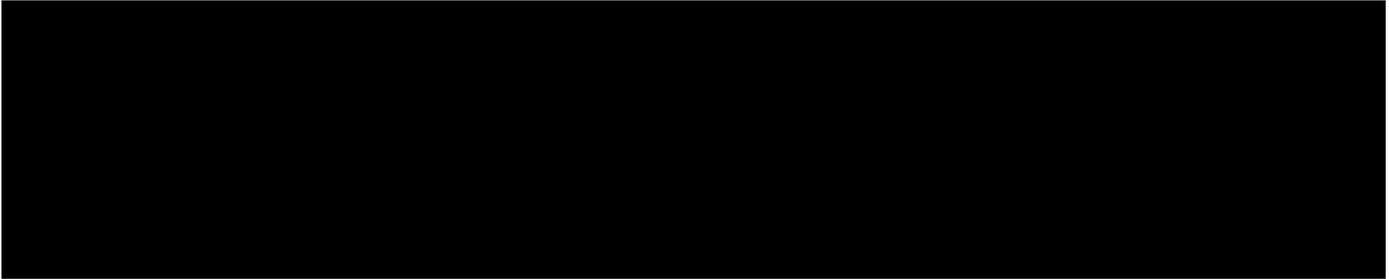
“GENERAL ASSEMBLY” trademark (TMA1014055)

Brand Guide and related Colours, Design and Logos delivered to Purchaser electronically on Closing.

Schedule 1.1(rr)

Permitted Encumbrances

1. security interest granted pursuant to that certain general security agreement entered into among Parent Vendor, as borrower, and Timothy Nye, Shelina Lalani, Ted Hastings and Jeffrey Collins, as creditors, dated November 5, 2021 and evidenced by PPSA registration number 20220803 1014 1590 4369
2. security interest granted pursuant to that certain general security agreement entered into among Parent Vendor, as borrower, and Timothy Nye and Keleher Investments Corp., as creditors, dated August 26, 2022



Schedule 2.1(a)
Equipment

	Vendor	Description	NBV - Dec 31/22	Tax Asset Class
1		48 in turn table	5,115.00	Class 8
2		Linde MT12 Power Pallet Truck - Manufacturing	2,523.29	Class 8
3		Superior Water Meter - Dosamix PLC - Deposit	2,786.40	Class 8
4		Icombin Pro oven, pizza dough boxes, slicer and other related accessories	77,159.01	Class 8
5		Double-Chamber Vacuum	17,534.39	Class 8
6		15 deluxe stainless steel worktables, (20) closed stackable plastic pallets	11,247.43	Class 8
7		SP60 85L Spiral Dough Mixer Three Phase 2 speed	5,745.67	Class 8
8		Pizza Form - Model PZF/30 12"	6,655.00	Class 8
9		Stainless steel shelving unit, wire shelves	10,545.17	Class 8
10		Conveyor oven, dough rounder	48,238.67	Class 8
11		Single glass door freezer	4,705.07	Class 8
12		Dough divider	7,612.50	Class 8
13		2021 Factory CAT Mini-HD Floor Cleaner	10,665.03	Class 8
14		CEIA Metal Detector - QTY 1 (18,260.00) Upcharge for Power control box on Conveyor - QTY 1 (1,340.00) CEIA Conveyor - QTY 1 (10,580.00)	27,105.94	Class 8
15		Board Room, lunch chairs	2,031.33	Class 8
16		Ice cream freezer (Retailers) Marketing*	8,034.65	Class 8
17		Stand up Fridge Wrap (Retailers) Marketing*	4,875.00	Class 8
18		Single Glass Door Freezer (Retailers) Marketing*	2,590.90	Class 8
19		35" curved glass freezer	2,273.27	Class 8
20		Single glass door freezer	2,856.63	Class 8
21		Reach-in Freezer - QTY 1	2,241.92	Class 8
22		Food Equipment	2,635.15	Class 8
23		Labour at Pacific Circle	17,061.02	Class 13
24		Labour at Pacific Circle	4,062.37	Class 13

25		Labour at Pacific Circle	9,391.86	Class 13
26		Labour at Pacific Circle	5,328.69	Class 13
27		Vac pac machine	1,789.33	Class 8
28		Refrigerated van	1,078.93	Class 8
29		Breville pizza oven	1,890.00	Class 8
30		110 lb spiral dough mixer	5,049.88	Class 8
31		Generator	1,244.79	Class 8
32		steel die - Die's for 7" and 10" subscription boxes - DTC related	5,395.53	Class 8
33		3 Apple Laptops - [REDACTED]	3,054.00	Class 50
34		2 Apple Laptops - [REDACTED]	2,071.00	Class 50
35		2 Dell docking stations - [REDACTED]	320.66	Class 50
36		2 Dell laptops - [REDACTED]	2,870.00	Class 50
37		4 PC Monitors - [REDACTED]	764.00	Class 50
38		2 PC Monitors - Facility Open	509.33	Class 50
39		4 Monitors - [REDACTED]	1,018.67	Class 50
40		2 Dell laptops - [REDACTED]	2,870.00	Class 50
			330,947.49	

Schedule 2.1(d)
Inventory

	GA	PP	Diff
Finished Goods	\$ 11,077	\$ 6,407	\$ (4,670)
Ingredients	\$ 53,284	\$ 45,503	\$ (7,782)
Packaging	\$ 21,339	\$ 20,863	\$ (477)
DTC Packaging			\$ -
WIP	\$ -	\$ 2,819	\$ 2,819
Shipped Since Count	\$ (9,940)	\$ (4,420)	\$ 5,520
Total	\$ 75,761	\$ 71,171	\$ (4,590)
Total Agreed Upon Inventory		\$ 73,466	

Schedule 2.1(e)
Acquired Authorizations

Governing Body	Name	Date Issued	Issued to
Canadian Dairy Council	CDC Permit	07-Jan-22	Vendor
The Public Health and Safety Organization (NSF)	GMP Certificate	15-Mar-22	Vendor
Regional Municipality of Peel	Health Certificate	16-Sep-22	Vendor

Schedule 2.1(g)
Intellectual Property

Category of Intellectual Property	Name
Recipe*	Plant Dough
Recipe*	Loving Cup
Recipe*	New York Sicilian
Recipe*	Domino Effect
Recipe*	Mila Margherita
Recipe*	Plushroom
Recipe*	Green Margherita
Recipe*	Sweet Heat
Recipe*	Cheese Wizard
Cooking Process - Frozen	Frozen Pizza Trade Secrets
Frozen Pizza Customer List	DTC - Klaviyo

Packaging Design	Frozen Pizza
All aspects of the website hosted betterfrozenpizza.com related to the frozen pizza business, including design, code, graphics and photography	Frozen Pizza Business Website hosted by Shopify

*Provided by Vendor to Purchaser electronically on Closing.

Schedule 2.1(h)
Intangible Assets

- Direct-to-consumer and direct to retail Photography and Marketing Collateral
- Frozen Pizza Photography and Marketing Collateral
- Direct-to-consumer customer information
- Mailing lists for direct to consumer customer information
- Complete wholesale and distribution customer lists
- Complete supplier and trading partner list

Schedule 2.2
Excluded Purchased Assets

Equipment

Brand	Product
Air Products	Cryo Machine
Rotoplat	Pallet Wrapper

Intellectual Property

- The gapizza.com domain, and any all aspects of the website hosted thereon that are not related to the operation of the Frozen Pizza Business.
- Ownership of the GA Trademarks (Vendor is providing exclusive non-transferable, non-assignable, irrevocable and worldwide license to Purchaser to use the GA Trademarks in operation of Frozen Pizza Business).

Contracts

Counterparty	Title	Type of Contract
	Internet	Written Contract
	Pest Control	Written Contract
	Uniforms	Written Contract

	First Aid Supplies	Written Contract
	Fire Extinguishers	Written Contract
	Equipment lease in respect of a VMI Fermentation Chamber and a Tote System	Written Contract
	Google Workspace	Click-through terms
	Google BigQuery	Click-through terms
	Slack	Click-through terms
	Microsoft	Click-through terms

Schedule 2.5
Assumed Accounts Payable

	\$ 10,874.20
	\$ 11,300.00
	\$ 11,300.00
	\$ 11,300.00
	\$ 11,300.00
	\$ 11,300.00
	\$ 11,300.00
	\$ 11,300.00
	\$ 11,300.00
	\$ 89,974.20
<hr/>	
	\$ 10,651.81
	\$ 2,584.21
	\$ 323.86
	\$ 308.37
	\$ 1,140.28
	\$ 168.38
	\$ 349.61
	\$ 936.24
	\$ 640.71
	\$ 1,223.38
\$ 18,326.85	

Schedule 2.5(e)
Excluded Deferred Revenue

Description	Amount
[REDACTED]	9,969.04
[REDACTED]	22,780.51

Schedule 3.1(b)
Jurisdictions of Assets

[Redacted]

Schedule 3.1(c)
No Conflict

[Redacted]

Schedule 3.1(d)
Solvency

[Redacted]

Schedule 3.1(g)
Government Consents, Approvals, Notices and Filings

[Redacted]

Schedule 3.1(h)
Third Party Consents, Approvals and Notices.

[Redacted]

Schedule 3.1(j)
Title to Tangible Property

[Redacted]

Schedule 3.1(k)
Condition and Sufficiency of Assets.

[Redacted]

Schedule 3.1(I)
Stand Alone

[Redacted]

Schedule 3.1(p)(ii)
Assigned Contracts

[Redacted]

Schedule 3.1(q)(vii)
Vendors Software

[Redacted]

Schedule 3.1(s)
Financial Matters

[Redacted]

Schedule 3.1(t)
Conduct of the Business

[Redacted]

Schedule 3.1(u)
Suppliers and Customers

[Redacted]

Schedule 3.1(v)
Legal Matters

[Redacted]

Schedule 3.1(x)
Tax Matters

[Redacted]

Schedule 3.1(y)
Employee Matters

[Redacted]

Schedule 3.1(z)(i)
Employee Plans

[Redacted]

Schedule 3.1(aa)
Insurance Policies

[Redacted]

Schedule 4.2
Designated Employees

[Redacted]

Schedule 4.5
Transition Services

Ref #	Transition Service
(1)	Hosting services in respect of the Frozen Pizza Business Website (as defined in Schedule 2.1(g) on the gapizza.com domain.
(2)	Access to services pursuant to Vendor Group's Google BigQuery, Google Workspace, Microsoft and Slack accounts.
(3)	Reasonable assistance in transferring the Frozen Pizza Business Website to a new domain.
(4)	Providing any information reasonably required to assist the Purchaser with the transition of the Frozen Pizza Business to Purchaser