

SECURITIES PURCHASE AGREEMENT

THIS AGREEMENT shall be effective as of the Closing Date (as defined herein).

BETWEEN:

AIRBOSS OF AMERICA CORP.,
a corporation existing under the laws of the
Province of Ontario,

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

- and -

CRITICAL SOLUTIONS HOLDINGS, LLC,
a limited liability company existing under the laws of
the State of Delaware,

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

WHEREAS the Vendor is the owner of 9,777,272 Class B common shares (the "**Canadian Purchased Shares**") in the capital of Groupe AirBoss Défense Ltée / AirBoss Defense Group Ltd. (the "**Canadian Company**"), being all of the issued and outstanding Class B common shares of the Canadian Company;

AND WHEREAS the Vendor is the owner of 22,950 common shares (the "**US Purchased Shares**") in the capital of AirBoss Defense Group, Inc. (the "**US Company**" and, together with the Canadian Company, the "**Companies**" and each a "**Company**"), representing 45% of the issued and outstanding common shares of the US Company;

AND WHEREAS the Canadian Purchased Shares and the US Purchased Shares (collectively, the "**Purchased Shares**") represent 45% of the issued and outstanding shares of the Canadian Company and the US Company, respectively;

AND WHEREAS the Vendor has agreed to sell the Purchased Shares to the Purchaser on the terms and conditions set out in this Agreement;

AND WHEREAS, upon the consummation of the transactions contemplated hereunder, each Company will be a wholly-owned subsidiary of the Purchaser;

AND WHEREAS, (i) the Purchaser, the Vendor, the Canadian Company, the US Company and Critical Solutions Acquisition, Inc. are party to that certain First Amended and Restated Contribution Agreement dated as of January 1, 2020 (the "**Contribution Agreement**"), (ii) the Purchaser, the Vendor and the Canadian Company are party to that certain Securityholders Agreement dated as of January 1, 2020 (the "**Canadian Securityholders Agreement**"), (iii) the Purchaser, the Vendor and the US Company are party to that certain Securityholders Agreement dated as of January 1, 2020 (the "**US Securityholders Agreement**"), (iv) the Purchaser and the Vendor are party to that certain

Pledge Agreement dated as of January 1, 2020 (the “**AirBoss Pledge Agreement**”), (v) the Vendor has provided the Purchaser with that certain Limited Recourse Guarantee dated as of January 1, 2020 (the “**Guarantee**”, and together with the Contribution Agreement, the Canadian Securityholders Agreement, the US Securityholders Agreement and the AirBoss Pledge Agreement, the “**Applicable Agreements**”), (vi) the Vendor, Toronto Dominion (Texas) LLC, as US administrative agent (the “US Agent”) and The Toronto-Dominion Bank, as Canadian administrative agent (in such capacity, the “Canadian Agent” together with the US Agent, each individually the “Agent” and collectively, the “Agents”) each for and on behalf of the Lenders (as defined therein) are party to that certain Pledge Agreement dated as of January 1, 2020 (the “**TD Pledge Agreement**”), and (vii) the Vendor has provided the Agents and the Lenders (as defined therein) with that certain Limited Recourse Guarantee dated as of January 1, 2020 (the “**TD Guarantee**”, and together with the TD Pledge Agreement, the “**TD Agreements**”).

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

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“**Incentive Plan**” means the AirBoss Defense Group Phantom Equity Incentive Plan dated January 1, 2020, as the same may be amended, modified, replaced or supplemented from time to time;

“**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario, on which commercial banks in Toronto, Ontario are open for business;

“**Closing**” means the completion of the sale to, and purchase by, the Purchaser of the Purchased Shares pursuant to this Agreement;

“**Closing Date**” means October 26, 2020, or such other day as the parties may agree to in writing as the date that the Closing shall take place;

“**Common Shares**” means the common shares in the capital of the Purchaser, as currently constituted;

“**Lender Consent**” means the written consent dated October 26, 2020 of The Toronto-Dominion Bank and Toronto Dominion (Texas) LLC (collectively, the “**Lenders**”) to the transactions contemplated hereby, which consent is required under the second amended and restated credit agreement dated as of January 1, 2020 by, among others, the Purchaser and the Lender and which has been provided to the Vendor;

“**Tax Act**” means the *Income Tax Act* (Canada); and

“U.S. Securities Act” means the United States Securities Act of 1933, as amended.

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms **“Agreement”**, **“this Agreement”**, **“the Agreement”**, **“hereto”**, **“hereof”**, **“herein”**, **“hereby”**, **“hereunder”** and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) the terms **“party”** and **“the parties”** refer to a party or the parties to this Agreement;
- (c) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;
- (d) all dollar amounts refer to United States dollars;
- (e) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (f) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day.

1.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Governing Law and Submission to Jurisdiction

(a) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

(b) Each of the parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.6 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto.

1.7 Schedules

The following Schedule is attached to and forms part of this Agreement:

Schedule A - Allocation Schedule

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Purchased Shares

(a) On the Closing Date, the Vendor covenants and agrees to sell, and the Purchaser agrees to purchase, the Purchased Shares from the Vendor, free and clear of any Liens, for a purchase price equal to \$67,596,745 (the "**Purchase Price**"). The Purchase Price shall be satisfied by the (i) issuance from treasury by the Purchaser to the Vendor of 3,500,000 Common Shares, free and clear of any Liens, having a fair market value of CDN\$17.87 per Common Share as of the Closing Date (the "**Consideration Shares**"); and (ii) payment by the Purchaser to the Vendor of US\$20,000,000 in cash, of which \$5,000,000 will be payable on the Closing Date and \$5,000,000 will be payable thereafter at each three month anniversary of the Closing Date until the full \$20,000,000 has been paid to the Vendor (the "**Cash Consideration**"). In the event any portion of the Cash Consideration is not paid on the date due, the past due portion of the Cash Consideration shall accrue interest daily at a rate of 9% per annum, compounding monthly, until paid; provided that the accrual of such interest shall not affect, impair or preclude any other remedy that the Vendor may have in respect of a breach of this Agreement. The Consideration Shares and the Cash Consideration shall be allocated between the Canadian Purchased Shares and the US Purchased Shares in accordance with Schedule A.

(b) The Purchaser shall pay the Cash Consideration by wire transfer of immediately available funds to such account as the Vendor shall have indicated by direction in writing to the Purchaser.

2.2 Allocation of Purchase Price

The parties agree to the allocation of the Consideration Shares and the Cash Consideration set forth on Schedule A. The parties agree to file all tax returns consistently with Schedule A and to not take any position inconsistent therewith unless required to do so by applicable law.

2.3 Closing Deliveries

(a) On the Closing Date, the Vendor shall deliver to the Purchaser duly executed share transfer forms representing the share certificates, if any, in favour of the Purchaser in respect of the Purchased Shares together with the Purchased Shares.

(b) On the Closing Date, the Vendor shall provide to the Purchaser a properly completed and duly executed true, correct, valid, and complete IRS Form W-9.

(c) On the Closing Date, the Purchaser will deliver to the Vendor a certificate or DRS statement representing the Consideration Shares.

2.4 Withholding

The Purchaser shall be entitled to deduct and withhold from any amount otherwise payable to the Vendor pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of applicable law; provided, that, before making any such deduction or withholding, the Purchaser shall provide the Vendor with five (5) Business Days' written notice of its intention to make such deduction or withholding including, in reasonable detail, the authority, basis and method of calculation for the proposed deduction or withholding. The Purchaser shall provide Vendor with a reasonable opportunity to obtain reduction of, or relief from, such deduction or withholding and shall cooperate in good faith with the Vendor to obtain any such reduction of or relief from such deduction or withholding. To the extent that any amounts are so deducted or withheld and timely and properly remitted to the applicable governmental authority, such amounts shall be treated for all purposes under this Agreement as having been paid to the Vendor.

2.5 Change of Name

The Vendor shall within 10 days after the Closing Date, (a) change its name and the name of any of its associates or affiliates which include the words "Critical Solutions" or "CSI" to a name which does not include the words "Critical Solutions" or "CSI" or any part thereof or any similar words, and, if applicable, (b) shall sell, assign and transfer to the Purchaser, for nominal consideration, any trademark containing the words "Critical Solutions" or "CSI".

2.6 Incurring Additional Indebtedness

The Purchaser covenants and agrees that, during the period from the date of this Agreement until the payment in full of the Cash Consideration, the Purchaser shall not, and shall cause each of its subsidiaries to not, create, incur, assume or otherwise become liable for any indebtedness for borrowed money (not including indebtedness owing by one wholly-owned subsidiary of the Purchaser to the Purchaser or another wholly-owned subsidiary of the Purchaser, or of the Purchaser to another wholly-owned subsidiary of the Purchaser ("Intercompany Debt"), to the extent the aggregate outstanding indebtedness for borrowed money of the Purchaser and its subsidiaries (not including Intercompany Debt) would exceed \$100 million, without first or concurrently issuing a letter of credit to the Vendor securing the remaining Cash Consideration that remains payable under this Agreement, such letter of credit to be in form and substance acceptable to the parties, each acting reasonably.

2.7 Closing

Closing of the transactions contemplated by this Agreement (including, for greater certainty, the payment by the Purchaser of the Purchase Price and the delivery by the Vendor of the Purchased Shares) shall occur concurrently with the execution and delivery of this Agreement by the parties.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF VENDOR

The Vendor represents and warrants to the Purchaser as follows and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Shares:

3.1 Organization

The Vendor is a limited liability company validly existing under the laws of the State of Delaware and has the corporate power to enter into this Agreement and to perform its obligations hereunder.

3.2 Authorization

This Agreement has been duly authorized, executed and delivered by the Vendor and is a legal, valid and binding obligation of the Vendor, enforceable against the Vendor by the Purchaser in accordance with its 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.

3.3 Title to Purchased Shares

The Vendor is the owner of all of the Purchased Shares, with a good, valid and marketable title thereto free and clear of any and all liens, charges, security interests, hypothecs, pledges, encumbrances, prior claims, adverse claims and rights of others whatsoever (collectively, "**Liens**"), other than Liens arising under the Applicable Agreements or the TD Agreements and any Liens arising pursuant to the actions of the Purchaser including the Purchaser's pledge of the Purchased Shares to its lenders. Other than as provided in the Applicable Agreements or the TD Agreements, the Vendor has the full and exclusive right to transfer the Purchased Shares to the Purchaser as contemplated in this Agreement.

3.4 No Agreements, Options

Other than pursuant to the TD Agreements, no individual, corporation, legal person or other form of entity other than the Purchaser, including pursuant to the Applicable Agreements, has any written or oral agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase from the Vendor of any of the Purchased Shares.

3.5 No Violation

Other than pursuant to, or in respect of, the Applicable Agreements or the TD Agreements, the entering into of this Agreement by the Vendor and the completion of the transaction provided for herein will not result in:

- (a) the breach of any of the terms or conditions of, or constitute a default under, the certificate of formation or limited liability agreement of the Vendor or any resolution of the director(s) or shareholder(s) of the Vendor or any written or oral agreement to which the Vendor is a party or by which it is otherwise bound;
- (b) the violation of any applicable law, regulation, rule, by law or ordinance, or any order, writ, injunction or decree of any court, administrative agency or governmental body; or
- (c) the creation or imposition of any Liens on the Purchased Shares.

3.6 Consents and Approvals

There is no requirement for the Vendor to make any filing with, give any notice to, or to obtain any authorization, consent or approval of, any governmental or regulatory authority as a condition to the lawful completion of the transaction provided for in this Agreement. Except for the Lender Consent or otherwise pursuant to the TD Agreements or the Applicable Agreements, there is no requirement under any agreement to which the Vendor is a party or by which it is bound to give any notice to, or to obtain the consent or approval of, any party to such agreement in connection with the completion of the transaction provided for in this Agreement.

3.7 Securities Law Matters

The Consideration Shares are being acquired with investment intent and not with a view to distribution in Canada.

3.8 US Securities Law Matters

The Vendor (i) has been advised by the Purchaser that none of the Consideration Shares have been registered under the U.S. Securities Act and that the Consideration Shares will be issued to the Vendor on the basis of an exemption under the U.S. Securities Act and applicable state securities laws; (ii) acknowledges that it has been informed by the Purchaser of, or is otherwise familiar with, the nature of the limitations imposed by the U.S. Securities Act and the rules and regulations thereunder on the transfer of the Consideration Shares and that the Consideration Shares are "restricted securities" (as such term is defined under Rule 144 under the U.S. Securities Act) and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws or an applicable exemption from such registration requirements; (iii) acquires the Consideration Shares for its own account for investment purposes and not with a view to any sale or distribution thereof or the granting of any participation therein in any such case in violation of the United States federal or state securities laws; (iv) is not subscribing for the Consideration Shares as a result of or subsequent to any "general solicitation" or "general advertising" (as such terms are used in Regulation D under the U.S. Securities Act), including any advertisement, article, notice or other communication

published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser represents and warrants to the Vendor as follows and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Shares:

4.1 Organization

The Purchaser is a corporation validly existing under the laws of the Province of Ontario and has the corporate power to enter into this Agreement and to perform its obligations hereunder.

4.2 Authorization

This Agreement has been duly authorized, executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendor in accordance with its 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.

4.3 No Violation

The entering into of this Agreement by the Purchaser and the completion of the transaction provided for herein (including the issuance of the Consideration Shares) do not and will not result in (i) the breach of any of the terms or conditions of, or constitute a default under, the articles or by laws of the Purchaser or any resolution of the director(s) or shareholder(s) of the Purchaser or any contract, agreement, commitment, indenture, mortgage, note, bond, license, or other instrument or obligation to which the Purchaser is a party or by which it is otherwise bound, (ii) the violation of any applicable law, regulation, rule, by law or ordinance, or any order, writ, injunction or decree of any court, administrative agency or governmental body, or (iii) the creation or imposition of any Liens on the Purchased Shares.

4.4 Consents and Approvals

Except for the TSX Approval, there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any authorization, consent or approval of, any governmental or regulatory authority as a condition of the lawful completion of the transaction provided in this Agreement. Except for the Lender Consent, which has been obtained, there is no requirement under any agreement to which the Purchaser is a party or by which it is bound to give any notice to, or to obtain the consent or approval of, any party to such agreement in connection with the completion of the transaction provided for in this Agreement.

4.5 CFIUS

The Purchaser is an "excepted investor" within the meaning of 31 C.F.R. § 800.219.

4.6 Consideration Shares

The Consideration Shares to be issued pursuant to this Agreement have been duly authorized and, at the Closing, all such shares will be validly issued as fully paid and non-assessable. The Toronto Stock Exchange (“**TSX**”) has conditionally approved the listing and posting for trading of the Consideration Shares (the “**TSX Approval**”).

4.7 Compliance with Laws

The Purchaser and each of its subsidiaries is and has been conducting its business in compliance with all applicable laws, other than acts of non-compliance which, individually or in the aggregate, would not have a material adverse effect.

4.8 Litigation

There are no actual or, to the knowledge of the Purchaser, threatened material claims, actions, suits, arbitrations, proceedings, inquiries or investigations against the Purchaser or any of its subsidiaries except as has been publicly disclosed.

4.9 Securities Law Matters

The Purchaser is a “reporting issuer” in the provinces of Quebec, Alberta and Ontario and is not in default of any material requirements of any applicable securities laws (including the rules and regulations of the TSX). The Purchaser has not taken any action to cease to be a reporting issuer in any of Quebec, Alberta or Ontario nor has the Purchaser received notification from any securities regulatory authority (including any stock exchange) seeking to revoke the reporting issuer status of the Purchaser. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of the Purchaser is pending, in effect or, to the knowledge of the Purchaser, has been threatened, and the Purchaser is not currently subject to any formal review, enquiry, investigation or other proceeding involving any securities regulatory authority (including any stock exchange). The documents comprising the Purchaser’s disclosure record (as filed on SEDAR in accordance with applicable securities laws) complied as filed in all material respects with applicable securities law and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date hereof, on the date of such filing), contain any “misrepresentation” (as defined by the *Securities Act* (Ontario)). The Purchaser has not filed any confidential material change report which at the date hereof remains confidential.

ARTICLE 5 SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES

5.1 Survival of Covenants, Representations and Warranties

The covenants, representations and warranties contained in this Agreement shall survive the completion of the transaction provided for in this Agreement and, notwithstanding such completion and any investigation made by or on behalf of any party with respect thereto, shall continue in full force and effect without limitation as to time, subject only to applicable limitation periods imposed by law.

**ARTICLE 6
MISCELLANEOUS**

6.1 Termination; Release; D&O

- (a) The Purchaser and the Vendor agree that, upon consummation of the transactions contemplated by this Agreement, each of the Applicable Agreements shall terminate and neither the Purchaser or the Vendor shall have any further liability or obligation to each other (or any of the Purchaser's or the Vendor's subsidiaries or affiliates) thereunder. The Purchaser agrees that the Vendor shall have no liability or obligation under the Incentive Plan other than as set forth in a side letter among the parties regarding the Incentive Plan (the "Side Letter").

- (b) Effective as of the Closing, and except in the case of fraud, the Purchaser, on its own behalf and on behalf of its subsidiaries and affiliates and its and their direct and indirect equityholders and its and their respective past, present and future directors, officers, managers, employees, members, partners, shareholders, agents, attorneys, advisors, representatives, successors, and assigns (collectively, the "**Purchaser Releasing Parties**"), hereby irrevocably releases and discharges the Vendor, its direct and indirect equityholders and its and their respective past, present and future directors, officers, managers, employees, members, partners, shareholders, agents, attorneys, advisors, representatives, successors, and assigns (collectively, the "**Vendor Released Parties**") from any and all debts, losses, costs, bonds, suits, actions, causes of action, liabilities, contributions, attorneys' fees, interest, damages, punitive damages, expenses, claims, potential claims, counterclaims, cross-claims or demands, in law or in equity, asserted or unasserted, express or implied, known or unknown, matured or unmatured, contingent or vested, liquidated or unliquidated, of any kind or nature or description whatsoever, that the Purchaser Releasing Parties had, presently has or may hereafter have or claim or assert to have against any of the Vendor Released Parties arising on or prior to the Closing Date including any of the foregoing under or with respect to the Applicable Agreements, the Incentive Plan or the VTB Notes (as defined in the Guarantee) (collectively, the "**Vendor Released Claims**"); provided that the Vendor Released Claims shall not include any rights, obligations or remedies under, or claims with respect to, this Agreement (or any other agreements or certificates delivered in connection with this Agreement including the Side Letter). This release is intended to be a complete and general release with respect to the Vendor Released Claims, and specifically includes claims that are known, unknown, fixed, contingent or conditional, including without limitation, breach of fiduciary duty, or claims arising under applicable securities laws.

- (c) Effective as of the Closing, and except in the case of fraud, the Vendor, on its own behalf and on behalf of its subsidiaries and affiliates and its and their direct and indirect equityholders and its and their respective past, present and future directors, officers, managers, employees, members, partners, shareholders, agents, attorneys, advisors, representatives, successors, and assigns (collectively, the "**Vendor Releasing Parties**"), hereby irrevocably releases and discharges the Purchaser, its direct and indirect equityholders and its and their respective past, present and future directors, officers, managers, employees,

members, partners, shareholders, agents, attorneys, advisors, representatives, successors, and assigns (collectively, the **"Purchaser Released Parties"**) from any and all debts, losses, costs, bonds, suits, actions, causes of action, liabilities, contributions, attorneys' fees, interest, damages, punitive damages, expenses, claims, potential claims, counterclaims, cross-claims or demands, in law or in equity, asserted or unasserted, express or implied, known or unknown, matured or unmatured, contingent or vested, liquidated or unliquidated, of any kind or nature or description whatsoever, that the Vendor Releasing Parties had, presently has or may hereafter have or claim or assert to have against any of the Purchaser Released Parties arising on or prior to the Closing Date including any of the foregoing under or with respect to the Applicable Agreements (collectively, the **"Purchaser Released Claims"**); provided that the Purchaser Released Claims shall not include any rights, obligations or remedies under, or claims with respect to, this Agreement (or any other agreements or certificates delivered in connection with this Agreement including the Side Letter and the Release and Discharge provided to the Vendor by the Purchaser on or about the date hereof) or any right to or claim of indemnity or exculpation of the type referred to in clause (d) below. This release is intended to be a complete and general release with respect to the Purchaser Released Claims, and specifically includes claims that are known, unknown, fixed, contingent or conditional, including without limitation, breach of fiduciary duty, or claims arising under applicable securities laws.

- (d) Purchaser agrees that all rights to indemnification or exculpation now existing in favor of the directors and officers, employees and agents of the Canadian Company, the US Company and each of their subsidiaries, as provided in each such entities governing documents or otherwise in effect as of the date hereof with respect to any matters occurring prior to the Closing Date, shall survive the transactions contemplated hereby and shall continue in full force and effect until the sixth (6th) anniversary of the Closing and that such entities will perform and discharge their obligations to provide such indemnity and exculpation after the date hereof. The indemnification and liability limitation or exculpation provisions of such entities governing documents shall not be amended, repealed or otherwise modified after the Closing Date in any manner that would adversely affect the rights thereunder of individuals who, as of the Closing Date or at any time prior to the Closing Date, were directors, officers, employees or agents of any such entity, unless such modification is required by applicable law. The individuals who, as of the Closing Date or at any time prior to the Closing Date, were directors, officers, employees or agents of any such entity, shall be third party beneficiaries hereof.

6.2 Lockup

The Vendor hereby acknowledges and agrees that during the period beginning on the Closing Date and ending on the four month anniversary of the Closing Date, the Vendor shall not: (i) sell, contract or agree to sell, hypothecate, transfer, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, any portion of the Consideration Shares; or (ii) publicly announce any intention to effect any transaction specified in the foregoing clause (i).

6.3 Legend

The Vendor acknowledges and confirms that the certificate or DRS statement representing the Consideration Shares will bear the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT OR (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING, OR OTHER EVIDENCE OF EXEMPTION, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT.”

6.4 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.5 Assignment

No party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other parties.

6.6 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and their respective successors or heirs, executors, administrators and other legal personal representatives, and permitted assigns.

6.7 Expenses

Except as otherwise expressly provided in this Agreement, each party will pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement, the agreements contemplated herein and the transactions contemplated herein and therein, including the fees and expenses of legal counsel, financial advisors, accountants, consultants and other professional advisors.

6.8 Further Assurances

Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed

and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement , including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign the Purchased Shares and to effectuate the transactions contemplated herein.

6.9 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF this Agreement has been executed by the parties and shall be effective as of the Closing Date.

AIRBOSS OF AMERICA CORP.

by (signed) *Chris Figel*
Name: Chris Figel
Title: Executive Vice-President,
General Counsel & Secretary

**CRITICAL SOLUTIONS HOLDINGS,
LLC**

by (signed) *Paul Murphy*
Name: Paul Murphy
Title: Authorized Signatory

**SCHEDULE A
ALLOCATION SCHEDULE**

[Redacted]