EXECUTION VERSION

EQUITY PURCHASE AGREEMENT

among

WESTON FOODS US HOLDINGS, INC.,

GEORGE WESTON LIMITED,

HEARTHSIDE HOLDCO, LLC

and

HEARTHSIDE CANADA, INC.

Dated as of November 15, 2021

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EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT is made as of November 15, 2021, by and among (i) WESTON FOODS US HOLDINGS, INC., a Delaware corporation ("WFUH"), (ii) GEORGE WESTON LIMITED, a corporation incorporated under the laws of Canada ("GWL" and, together with WFUH, "Sellers" and each, individually, a "Seller"), (iii) HEARTHSIDE HOLDCO, LLC, a Delaware limited liability company ("HFS US Buyer") and (iv) HEARTHSIDE CANADA, INC., a corporation incorporated under the laws of the Province of Ontario and a wholly-owned subsidiary of HFS US Buyer ("HFS Canadian Buyer" and, together with HFS US Buyer, "Buyers" and each, individually, a "Buyer"). Sellers and Buyers are referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, as of the date hereof, Weston Foods US, LLC, an Indiana limited liability company ("Weston Foods US"), is the owner of all of the issued and outstanding membership interests of Interbake Foods, LLC, a Delaware limited liability company ("Interbake");

WHEREAS, as of the date hereof, WF Bakery Inc., a corporation incorporated under the laws of Canada ("WFB"), is the owner of all of the issued and outstanding shares of Interbake Canada Inc., a corporation incorporated under the laws of the Province of Ontario ("Interbake Canada", and, together with Interbake, the "Companies" and each, individually, a "Company");

WHEREAS, at least five (5) Business Days prior to the Closing, GWL and its Affiliates shall complete the Pre-Closing Reorganization (as defined below) in accordance with Section 6.12, pursuant to which, among other things, GWL shall cause (i) WFB to transfer (A) the Purchased Assets (as defined below) to Interbake Canada, and in consideration therefore, Interbake Canada will assume the Assumed Liabilities (as defined below) from WFB and issue additional shares to WFB, and (B) transfer all of the issued and outstanding shares of Interbake Canada then outstanding to GWL, and (ii) Weston Foods US to transfer (A) certain assets and employees to Interbake, and in consideration therefore, Interbake will assume certain obligations of Weston Foods US and issue additional membership interests to Weston Foods US and (B) all of the issued and outstanding membership interests of Interbake then outstanding to WFUH;

WHEREAS, at Closing, following the consummation of the Pre-Closing Reorganization, WFUH will be the owner of all of the issued and outstanding membership interests of Interbake then outstanding (the "Interbake Equity Interests") and GWL will be the owner of all of the issued and outstanding shares of Interbake Canada then outstanding (the "Interbake Canada Shares" and, together with the Interbake Equity Interests, the "Transferred Equity Interests");

WHEREAS, (i) GWL wishes to sell, and HFS Canadian Buyer wishes to purchase, the Interbake Canada Shares and (ii) WFUH wishes to sell, and HFS US Buyer wishes to purchase, the Interbake Equity Interests, in each case on the terms and subject to the conditions set forth in this Agreement;

WHEREAS it is currently contemplated that, following the Pre-Closing Reorganization (including the transactions described above), WFUH and GWL will sell the Fresh/Frozen Excluded Business (as defined below) pursuant to a sale and purchase agreement (the

"Fresh/Frozen Purchase Agreement") under which (i) WFB will sell one hundred percent (100%) of the issued and outstanding equity interests of WF Frozen Inc., a corporation incorporated under the laws of Canada, (ii) GWL will sell one hundred percent (100%) of the issued and outstanding equity interests of WFB, and (iii) WFUH will sell one hundred percent (100%) of the issued and outstanding equity interests of Weston Foods US; and

WHEREAS, prior to or concurrently with the execution and delivery of this Agreement and as a condition and inducement to each Seller's willingness to enter into this Agreement (without limiting Section 11.21), Buyers have entered into, and delivered to Sellers copies of, the Debt Financing Commitment Letter.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and warranties herein contained, the Parties agree as follows:

ARTICLE 1

DEFINITIONS; INTERPRETATION

1.1 Definitions. The following terms shall have the following meanings for the purposes of this Agreement:

"Access Agreement" means the Access Agreement, dated the date hereof, by and among GWL, the Companies and the Buyers.

"Accounting Firm" means Ernst & Young LLP (Canada) or, if such firm is unable or unwilling to act, such other internationally recognized independent firm that (a) is capable of serving as an accounting expert with relevant experience, (b) is not the regular accounting firm of Buyers, Sellers or any of their respective Affiliates and (c) is mutually agreeable to each of Buyers and Sellers, each acting reasonably.

"Accounting Principles" means (a) the accounting principles, policies, procedures, categorizations, definitions, methods, practices and techniques set out in the form and substance mutually agreed to by the Parties and (b) to the extent not addressed in clause (a), IFRS. For the avoidance of doubt, paragraph (a) shall take precedence over paragraph (b).

"Acquisition Transaction" has the meaning set forth in Section 6.11.

"Action" means any action, charge, suit, litigation, claim, arbitration, mediation, audit, investigation or proceeding (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any court or other Governmental Authority or any mediator, arbitrator or arbitral body.

"Additional US Ambient Employees" means those employees of Weston Foods US set forth on Section 1.1(a) of the Disclosure Schedule.

"Affiliate" means, with respect to any specified Person, any other Person which, directly or indirectly, controls, is under common control with or is controlled by, such specified Person.

The term "control" (including the terms "controlling," "under common control with" and "controlled by") means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of a majority of the outstanding voting securities, by contract or otherwise.

"Agreement" means this Equity Purchase Agreement, including the Disclosure Schedule and all other schedules hereto, as it and they may be amended, restated or otherwise modified from time to time.

"Allocation Schedule" has the meaning set forth in Section 2.10.

"Alternative Financing" has the meaning set forth in Section 6.6(e).

"Ambient 401(k) Plan" has the meaning set forth in Section 6.9(j).

"Ambient Financial Information" has the meaning set forth in Section 4.4(a).

"Ambient Interim Financial Statements" has the meaning set forth in Section 4.4(a).

"Ancillary Financing Documents" means each of the following: (a) customary perfection certificates, corporate organizational documents and good standing certificates, (b) all documentation and other information required to be delivered to the Debt Financing Sources in relation to the Companies by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations and (c) the information necessary to complete customary schedules (including customary "perfection certificates") in connection with the Debt Financing.

"Anti-Corruption Law" has the meaning set forth in Section 4.13(c).

"Anti-Spam Requirements" has the meaning set forth in Section 4.6(g).

"Antitrust Law" means all antitrust Laws applicable to the transactions contemplated by this Agreement, including the HSR Act.

"APA" has the meaning set forth in Section 7.5(g).

"Associated Person" means, with respect to a Party, any of such Party's former, current and future equityholders, controlling Persons, Representatives, managers, general or limited partners or assignees (or any former, current or future equityholder, controlling Person, Representative, manager, general or limited partner or assignee of any of the foregoing).

"Assumed Employee Liabilities" means all obligations and liabilities relating to or arising from: (i) the termination of employment of Former Employees, including without limitation notice, pay in lieu of notice, severance pay and other similar or related obligations and liabilities whether arising pursuant to statute, contract (including, if applicable, any severance, termination or settlement agreement), tort, common law or otherwise; and (ii) the employment or termination of employment of the Designated Canadian Employees, effective as of the closing of the Interbake Canada Transfer, whether such obligations or liabilities arise from or are based on facts or

circumstances occurring before, on or after the closing of the Interbake Canada Transfer, and whether arising pursuant to statute, Contract (including, if applicable, any severance, termination or settlement agreement), tort, common law, civil code or otherwise, including any obligations or liabilities for wages or other compensation, benefits , incentives, unused vacation or vacation pay, paid time off, severance pay, termination pay, notice of termination of employment or pay in lieu of such notice and damages for wrongful dismissal, and for greater certainty, excluding all liabilities and obligations relating to Excluded Employees.

"Assumed Liabilities" has the meaning set forth in Section 2.5.

"Available Insurance Policies" has the meaning set forth in Section 7.10(a).

"Base Purchase Price" has the meaning set forth in Section 2.8.

"Benefit Plan" has the meaning set forth in Section 4.9(a).

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in the State of New York or the province of Ontario, Canada are authorized or required by Law or other action of a Governmental Authority to close.

"Business Portion" has the meaning set forth in Section 6.4(d).

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

"Buyer Group Member" has the meaning set forth in Section 11.15.

"Buyer Indemnified Persons" has the meaning set forth in Section 10.2(a).

"Buyer Plan" has the meaning set forth in Section 7.2(b).

"Buyer Refund" means any refund or credit of Taxes of the Companies received by Buyers or their Affiliates (including the Companies following the Closing) with respect to any Pre-Closing Period to the extent (i) any Company is under any prior obligation to pay over such refund to any Person pursuant to a contract entered into prior to the Closing, (ii) such refund or credit was taken into account in the final calculation of Indebtedness or Working Capital; (iii) such refund or credit results from the carryback of a Tax attribute of Buyers or any of their Affiliates (including any Company following the Closing) generated in a Taxable period (or portion thereof) beginning on or after the Closing Date; (iv) such refund is attributable to actions taken by Buyers or any of their Affiliates (including any Company following the Closing) not in the ordinary course of business on the Closing Date and after the Closing; or (v) the Sellers did not economically bear the Taxes with respect to such refund or credit under this Agreement or otherwise.

"Buyer Releasor" has the meaning set forth in Section 10.3(a).

"Canada Employee" means any individual (whether active or inactive) who is employed in Canada by Interbake Canada immediately prior to the Closing.

"Canada Non-Union Employees" means those Designated Canadian Employees who are

not Canada Union Employees.

"Canada Union Employees" means those Designated Canadian Employees who are covered by a Collective Agreement.

"Canada's Anti-Spam Legislation" or "CASL" means an Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23 and its applicable Regulations.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) and any similar or successor legislation, executive order or executive memo enacted relating to the COVID-19 pandemic, as well as any applicable guidance issued thereunder or relating thereto (including, without limitation, IRS Notice 2020-65, 2020-38 IRB, and the Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, dated August 8, 2020), and any subsequent legislation intended to address the consequences of the COVID-19 pandemic, including the Consolidated Appropriation Act, 2021.

"Cash" means the aggregate amount of cash, cash equivalents, marketable securities and deposits (in each case to the extent convertible to cash within ninety (90) days) held by the Companies as of the Determination Time, determined in accordance with the Accounting Principles. For avoidance of doubt, Cash shall (a) be calculated net of issued but uncleared checks, wires, transfers and drafts written or issued by a Company; provided, however, that Cash shall not be reduced by issued but uncleared checks and drafts written or issued to the extent such amounts are reflected as a current liability in the determination of Working Capital or Indebtedness, and (b) include checks, drafts and wire transfers deposited or in transit for the account of a Company, other deposits in transit and other credits in-process issued or initiated by a Company; provided, however, that Cash shall not be increased by checks, drafts, and wire transfers deposited or in transit to the extent such amounts are reflected as a current asset in the determination of Working Capital. Cash shall exclude any cash or cash equivalents that is not freely usable or distributable by a Company because it is subject to restrictions, limitations or taxes on use or distribution by law, contract or otherwise, including restrictions on dividends and repatriations or any other form of restriction or otherwise of the type commonly referred to as "restricted cash." Cash will exclude any cash used between the Determination Time and Closing to (i) pay Transaction Expenses or Indebtedness, (ii) make payments to Affiliates, (iii) make any payments of or in respect of Taxes, (iv) pay dividends or (v) make any other payments outside of the ordinary course of business that may otherwise increase the amounts payable to the Sellers pursuant to this Agreement.

"CFIA" means the Canadian Food Inspection Agency.

"Claims Administration" has the meaning set forth in Section 7.10(b).

"Claim Notice" has the meaning set forth in Section 10.2(c)(i).

"Closing" means the closing of the sale and purchase of the Transferred Equity Interests contemplated hereby.

"Closing Date" has the meaning set forth in Section 2.7(a).

"Closing Payment" has the meaning set forth in Section 2.8.

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

"Collective Agreement" means any collective agreement or collective bargaining agreement, including any letter of understanding, memoranda or other binding document, with any Union or agent or representative thereof, governing the employment of any Designated Canadian Employees, any US Employees or any Transferred Employees, as applicable, or to which a Company, Weston Foods US (solely with respect to the Transferred Business) or WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) are otherwise a party or subject to.

"Company" has the meaning set forth in the Recitals.

"Competition Act" means the *Competition Act* (Canada), as amended, including the regulations promulgated thereunder.

"Competition Litigation" has the meaning set forth in the Access Agreement.

"Competitive Business" has the meaning set forth in Section 7.8(a).

"Competitively Sensitive Information" means any customer-specific or supplier-specific current or future pricing information or strategies, individual salary or compensation information, business, marketing, promotion, or budgetary plans, or current or future product- or service-specific detailed margin or cost information.

"Confidential Information Presentation" means the Confidential Information Presentation provided to Buyers in connection with the transactions contemplated hereby and by the Related Agreements.

"Confidentiality Agreement" means the confidentiality agreement, dated June 7, 2021, between GWL and Charlesbank Equity Fund IX, Limited Partnership relating to the transactions contemplated hereby, as amended, restated or otherwise modified from time to time.

"Contamination" means the presence of Hazardous Substances in, on or under the Environment at concentrations and other circumstances that exceed applicable standards, including at such concentrations and other circumstances that Response Action is currently legally required, or would be reasonably expected to be legally required, by any Governmental Authority under any Environmental Law with respect to such presence of Hazardous Substances.

"Contract" means any contract, note, bond, mortgage, indenture, license or other agreement that is legally binding.

"Covered Affiliate" has the meaning set forth in Section 7.4(b).

"COVID Program" means any business support measures or government programs (including any supplemental employment plan or wage subsidy program) made available as a result of the COVID-19 pandemic, including the (a) CARES Act, (b) the Canada Emergency Business Account interest free loans, (c) Canada Emergency Wage Subsidy, (d) Work-Sharing Program, (e) Loan Guarantee for Small and Medium-Sized Enterprises offered through Export Development Bank of Canada, (f) Co-Lending Program for Small and Medium-Sized Enterprises offered through the Business Development Canada, and (g) Canada Emergency Commercial Rent Assistance.

"D&O Costs" has the meaning set forth in Section 7.4(b).

"D&O Expenses" has the meaning set forth in Section 7.4(b).

"D&O Indemnifiable Claim" has the meaning set forth in Section 7.4(b).

"D&O Indemnifying Party" has the meaning set forth in Section 7.4(b).

"D&O Indemnitee" has the meaning set forth in Section 7.4(b).

"Data Room" means the "Project Jedi" online data room maintained by Sellers or their Affiliates through Datasite for purposes of the transactions contemplated hereby and by the Related Agreements, including any separate data room or folders marked "clean room."

"Debt Financing" means the debt financing incurred or intended to be incurred pursuant to the Debt Financing Commitment Letter.

"Debt Financing Commitment Letter" means the debt commitment letter and related redacted fee letter delivered to Sellers on the date hereof, as amended, supplemented or replaced in compliance with this Agreement, pursuant to which the financial institutions party thereto have agreed to provide or cause to be provided, subject to the terms and conditions set forth therein, the debt financing set forth therein for the purposes of financing a portion of the transactions contemplated hereby and the Related Agreements, including the payment of the Purchase Price.

"Debt Financing Document" means any agreement pursuant to which the Debt Financing will be governed, including any credit agreement, note purchase agreement, related security agreement or any other similar agreement.

"Debt Financing Source" means any Person that has committed to provide or arrange, and has entered into agreements in connection with, the Debt Financing or alternative debt financings in connection with the transactions contemplated hereby and by the Related Agreements, including the parties named in the Debt Financing Commitment Letter and any joinder agreements, indentures or credit agreements entered into pursuant thereto or relating thereto.

"Debt Financing Source Related Parties" means the Debt Financing Sources together with their respective Affiliates, and their, as well as their respective Affiliates', equityholders, members,

employees, officers, directors, representatives, attorneys, agents or advisors, excluding the Buyers and their respective Affiliates.

"Dental Plan" means the UFCW Trusteed Dental Plan.

"Designated Contact" has the meaning set forth in Section 6.1(a).

"Designated Canadian Employees" means those Canada Union Employees and Canada Non-Union Employees listed on Section 6.7 of the Disclosure Schedule, it being understood and agreed that (a) WFB shall deliver to Buyers an updated version of the list contemplated by Section 6.7 of the Disclosure Schedule no later than the fourth (4th) Business Day prior to the Closing and (b) any updates to such list following the date hereof shall be subject to Buyers' reasonable review and consent, such consent not to be unreasonably withheld, conditioned or delayed, provided that, Buyers shall have three (3) Business Days following their receipt of the updated list to conduct their review, following which time the updated list shall be deemed to be consented to by the Buyers if Buyer has not provided notice of disagreement.

"Determination Time" means 3:01 a.m. (Eastern Time) on the Closing Date.

"Disclosure Schedule" means the Disclosure Schedule delivered by Sellers to Buyers on the date hereof.

"Disputed Item" has the meaning set forth in Section 2.9(e).

"DOJ" has the meaning set forth in Section 6.5(h).

"Dollar" or "$" means the lawful currency of Canada.

"Effective Time" has the meaning set forth in Section 2.7(a).

"Employee Closing Payment Amount" means the aggregate amount payable to Transferred Employees upon the Closing pursuant to the GWL Medium Term Incentive Plan for Weston Foods Senior Management Team, the Weston Foods Short Term Incentive Plan and the retention plans and agreements as set forth on Section 1.1(b) of the Disclosure Schedule (it being understood and agreed that Sellers shall deliver to Buyers an updated version of the list contemplated by Section 1.1(b) of the Disclosure Schedule no later than the fourth (4th) Business Day prior to the Closing), together with the employer portion of any Taxes arising therefrom (determined without regard to any Tax deferral or Tax credits available under the CARES Act or any other COVID Program).

"Employment Contract" means any written Contract for the employment of any Designated Canadian Employee, other than the Collective Agreements.

"Enforceability Exceptions" means principles of equity and bankruptcy, insolvency, reorganization, moratorium, receivership and similar Laws affecting the enforcement of creditors' rights generally.

"Environment" means soil, groundwater, surface water, soil-gas, sediment, or outdoor or indoor air.

"Environmental Law" means any Law pertaining to pollution, or the protection of the Environment or human health (as it relates to exposure to Hazardous Substances in or from the Environment), and any orders, judgments, decrees or Permits under such Laws.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means, with respect to any Person, any other Person which, together with such Person, is a member of a controlled group of corporations or a group of trades or businesses under common control within the meaning of section 414 of the Code.

"Estimated Cash" has the meaning set forth in Section 2.9(a).

"Estimated Indebtedness" has the meaning set forth in Section 2.9(a).

"Estimated Transaction Expenses" has the meaning set forth in Section 2.9(a).

"Estimated Working Capital Adjustment" has the meaning set forth in Section 2.9(a).

"Exchange Act" means U.S. Securities Exchange Act of 1934, as amended.

"Excluded Assets" has the meaning set forth in Section 2.4.

"Excluded Contracts" has the meaning set forth in Section 2.4(f).

"Excluded Intellectual Property" has the meaning set forth in Section 2.4(e).

"Excluded Liabilities" has the meaning set forth in Section 2.6.

"Excluded Employees" means all employees of WFB immediately prior to the closing of the Interbake Canada Transfer, other than the Designated Canadian Employees.

"Executory Contract" means (a) a Contract that has any material obligation on the part of a Company remaining unperformed under such Contract and (b) a Transferred Contract that has any material obligation on the part of WFB remaining unperformed with respect to the Transferred Business under such Transferred Contract, excluding any purchase orders or sale orders entered into in the ordinary course of business.

"Extension" has the meaning set forth in Section 2.7(a).

"FDA" means the U.S. Food and Drug Administration.

"Final Cash" has the meaning set forth in Section 2.9(e).

"Final Indebtedness" has the meaning set forth in Section 2.9(e).

"Final Post-Closing Statement" has the meaning set forth in Section 2.9(e).

"Final Transaction Expenses" has the meaning set forth in Section 2.9(e).

"Final Working Capital Adjustment" means the final determination of the Working Capital Adjustment as reflected in the Final Post-Closing Statement in accordance with Section 2.9(e).

"Financial Statements" has the meaning set forth in Section 4.4(a).

"Financing Conditions" means the conditions precedent to the Debt Financing set forth in Section 6 of the Debt Financing Commitment Letter.

"Financing Failure Event" means any of the following: (a) the Debt Financing Commitment Letter or other commitments with respect to all or any portion of the Debt Financing expire or are terminated or for any reason, all or any portion of the Debt Financing is or becomes unavailable, in each case, other than as a result of the failure to satisfy any of the conditions to Closing contained in Sections 8.3(a) or 8.3(b); (b) a breach or repudiation of any party's obligation to provide the Debt Financing contemplated by the Debt Financing Commitment Letter; or (c) any party to a Debt Financing Commitment Letter or any Affiliate or agent of such Person alleges that any of the events set forth in clauses (a) through (b) has occurred.

"Food Laws" means all laws applicable to the manufacture, packaging, labeling, storage, shipment, advertising, sale and distribution of food products, including (a) the U.S. Federal Food, Drug and Cosmetic Act and amendments thereto, (b) the U.S. Public Health Security and Bioterrorism Preparedness and Response Act, (c) the U.S. Food Safety Modernization Act, (d) the U.S. Federal Trade Commission Act, (e) consumer product safety and protections Laws, (f) USDA Laws, (g) the Food and Drugs Act, (h) the Safe Food for Canadians Act and (i) all comparable foreign, federal, state and local Laws relating to any of the foregoing, together with all implementing regulations and legally binding guidance documents, guides and standards issued thereunder, including FDA, Health Canada and CFIA and regulatory requirements for current good manufacturing practices.

"Former Employee" means any former employee of WFB who would be employed in the Transferred Canadian Business upon its formation but for his or her termination of employment and his or her termination of employment occurred between July 11, 2021 and the closing of the Interbake Canada Transfer.

"Fraud" means a representation or warranty expressly and specifically made by Sellers in Article 3 or Article 4 or the certificates delivered pursuant to Section 2.7(b)(ii), 2.7(b)(iii), 2.7(b)(iv) and 2.7(b)(xi), in each case qualified by the Disclosure Schedule: (a) was materially false when made; (b) was made with the specific intention of inducing Buyers to enter into this Agreement; (c) was made with the actual knowledge that such representation or warranty was materially false when made; and (d) was actually and justifiably relied upon by Buyers in entering into this Agreement, which reliance caused Buyers to suffer actual damage by reason of such actual reliance. For the avoidance of doubt, "Fraud" shall not include common law fraud, equitable fraud, promissory fraud, unfair dealings fraud, constructive fraud or other claims based on constructive knowledge, negligence, recklessness, or similar torts, causes of action or crimes. Any claim for Fraud brought under this Agreement shall require proving each of the elements set forth in clauses (a) through (d) above.

"Fresh/Frozen Buyer" means any buyer of all or a portion of the Fresh/Frozen Excluded Business.

"Fresh/Frozen Closing" means the consummation of the transactions contemplated by the Fresh/Frozen Purchase Agreement.

"Fresh/Frozen Excluded Business" means that portion of the business conducted by WFB, and the business conducted by WF Frozen Inc. and Weston Foods US, in North America consisting of the marketing, advertising, manufacture, labeling, packaging, storage, sale, distribution, transportation, import, export, offering or promoting for sale of bakery products (whether fresh, artisan, frozen or refrigerated), for retail, wholesale or food service customers, including Little Debbie products, but excluding the Transferred Business.

"Fresh/Frozen Purchase Agreement" has the meaning set forth in the Recitals.

"FTC" has the meaning set forth in Section 6.5(h).

"Fundamental Representations" means (a) with respect to Sellers, those representations and warranties set forth in Section 3.1 (Due Organization, Ownership of Transferred Equity Interests; Ownership of Purchased Assets), Section 3.2 (Due Authorization), Section 3.3(a)(ii) (Non-Contravention), Section 3.4 (Brokers and Finders), Section 4.1 (Due Organization; Capitalization), Section 4.2 (Due Authorization), Section 4.3(a)(ii) (Non-Contravention), Section 4.16 (Brokers and Finders), Section 4.17(b) (Assets) and Section 4.23 (Competition Act) and (b) with respect to Buyers, those representations and warranties set forth in Section 5.1 (Due Organization), Section 5.2 (Due Authorization), Section 5.3(a)(ii) (Non-Contravention) and Section 5.6 (Brokers and Finders).

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Governing Documents" of a corporation are its certificate of incorporation and bylaws, the "Governing Documents" of a limited partnership are its certificate of limited partnership and limited partnership agreement, and the "Governing Documents" of a limited liability company are its certificate of formation and limited liability company agreement or operating agreement.

"Governmental Authority" means any domestic or foreign national, provincial, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, any court or tribunal or any quasi-governmental or private body exercising any regulatory or taxing authority thereunder (including the Internal Revenue Service and the Canada Revenue Agency).

"Governmental Official" means (a) any officer or employee of a Governmental Authority or of a public international organization, such as the International Monetary Fund, the United Nations or the World Bank, or any person acting in an official capacity for or on behalf of any such Governmental Authority or public international organization or (b) any candidate for public office, political party or political campaign.

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination, decision, ruling or award, in each case, entered by, with or under the supervision of any Governmental Authority.

"Group Contract" means any Contract under which both the Transferred Business and the Fresh/Frozen Excluded Business purchase or sell goods or services on a joint basis or otherwise have rights or obligations.

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

"GWL Insurance Arrangement" means any policy of or agreement for insurance and interests in insurance pools and programs covering risks of Sellers or any of their respective Affiliates (in each case including self-insurance and insurance from an Affiliate) and all rights of any nature with respect to any of the foregoing, including in each case all recoveries thereunder and rights to assert claims seeking any such recoveries.

"GWL Legal Counsel" means each of the Persons set forth on Section 1.1(d) of the Disclosure Schedule.

"GWL Names" means (a) any trademark, service mark, logo, trade name, domain name, service name, brand name, slogan, corporate name or other identifier of source or goodwill that includes the word "Weston," (b) any and all other derivatives of the word "Weston" and (c) any terms confusingly similar to "Weston."

"GWL RRSP" means the George Weston Limited Employee RRSP.

"GWL SERP" means the George Weston Limited Supplemental Retirement Plan for Executive Employees.

"Hazardous Substance" means petroleum, any petroleum-based product and any hazardous substance, hazardous waste, hazardous material, toxic substance, pollutant or contaminant as defined, listed or regulated under any Environmental Law.

"Hedging Instruments" shall have the meaning set forth in Section 4.7(a)(xii).

"Historical Financial Information" means (i) the Annual Financial Statements (including any required supporting working papers used to prepare the Annual Financial Statements), (ii) the consolidated reporting derived from Oracle Hyperion Financial Management software for the Weston Foods Business, including certain balances for Interbake and Colonial (as identified in the Oracle Hyperion Financial Management software system) and any upper-level adjustments related to the Weston Foods Business for the years ended December 31, 2019 and December 31, 2020 and for the financial periods ended June 19, 2021 and October 9, 2021, (iii) certain continuities for Interbake contained in Oracle Hyperion Financial Management software for the years ended December 31, 2019 and December 31, 2020 and the financial periods ended June 19, 2021 and October 9, 2021, where available, (iv) the WFUS unaudited financial statements which include the Fresh/Frozen Excluded Business in the United States and the Transferred Business in the United States for the years ended December 31, 2019 and December 31, 2020 and the financial period

ended June 19, 2021, (v) monthly unaudited operating results of the Transferred Business for the financial period ended July 17, 2021 and each subsequent financial period until the Closing Date, which operating results may include assumptions relating to the allocation of corporate costs which may not be reflective of the Transferred Business on a fully standalone basis and (vi) monthly unaudited operating results for the Transferred Business in the standalone enterprise resource planning environment after the completion of the Interbake Canada Transfer and for each subsequent financial period until the Closing Date.

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

"IFRS" means International Financial Reporting Standards as issued by the International Accounting Standards Board as of the date hereof (or, for the purposes of Section 4.4, as of the date of the Financial Statements referred to therein).

"Illustrative Calculation" is the example calculation of Working Capital in the form agreed by the Parties. For the avoidance of doubt, to the extent any new account codes are created between the date of the Illustrative Calculation (as set forth therein) and Closing, the amounts included therein will be allocated to an account code existing as of the date of the Latest Net Asset Schedule which is closest in nature and classification to the new account code.

"Income Tax" means any Tax measured by or imposed on net income, profits, receipts or any franchise, business, margin or similar Taxes imposed in lieu thereof (however denominated), including any interest, penalty or addition thereto, whether disputed or not.

"Indebtedness" means, as of any particular time with respect to the Companies, without duplication, the aggregate amount (including the current portions thereof) of (a) the unpaid principal amount of and related accrued interest on all indebtedness for borrowed money (whether evidenced by a note, bond, debenture or other security or similar instrument), including any prepayment penalties or premium, make-whole payments, indemnities, breakage costs (including breakage fees payable on termination of the arrangements), fees and other costs and expenses associated with the repayment of any such indebtedness, (b) reimbursement obligations under all banker's acceptances, letters of credit or similar agreements solely to the extent drawn upon, (c) all liabilities for deferred and unpaid purchase price of assets, property or securities, including all earn-out payments, seller notes, and other similar payments (whether contingent or otherwise) calculated as the maximum amount payable under or pursuant to such obligation, (d) indebtedness created or arising under any conditional sale or other title retention agreement, (e) any and all liabilities for amounts (including payroll Taxes) that the Companies (i) deferred as permitted under the CARES Act or any other COVID Program or (ii) are required to repay under any COVID Program, (f) any declared but unpaid dividends, distributions or other amounts owed to the Sellers or its Affiliates, (g) any obligations for any equipment lease classified as a capital lease or finance lease in the Financial Statements or in accordance with IFRS prior to the adoption of IFRS 16, in respect of which a Company is liable as lessee, (h) all obligations with respect to severance or other termination-related payments or benefits owed to any person whose employment or other service relationship with the Companies terminates prior to the Closing, together with the employer portion of any Taxes arising therefrom (determined without regard to any Tax deferral or Tax credits available under the CARES Act or any other COVID Program), (i) all obligations with respect to accrued but unpaid bonuses, commissions, and retention bonuses, together with the

employer portion of any Taxes arising therefrom (determined without regard to any Tax deferral or Tax credits available under the CARES Act or any other COVID Program), (j) any existing retirement, pension, deferred compensation obligations (including supplemental executive retirement plan liabilities) or other similar post-retirement and post-employment obligations that are unfunded or underfunded, including any employer contributions (matching, discretionary, or otherwise) for the calendar year in which Closing occurs (up to, and including, the Closing Date) to the extent not yet paid to the applicable retirement plan, (k) any unpaid Taxes of the Companies (other than non-income current Tax liabilities) with respect to any Pre-Closing Periods calculated on a jurisdiction by jurisdiction basis (with no amount for any jurisdiction being less than zero), (l) intercompany indebtedness and other balances between one or both Companies, on the one hand, and GWL or its Affiliates (but excluding the Companies for this purpose) to the extent such amounts are not already accounted for in Net Working Capital, on the other hand, (m) indebtedness secured by a purchase money mortgage or other Lien to secure all or part of the purchase price of the property subject to such Liens, (n) any liabilities related to the purchase of shares under the employee share ownership plans of GWL and Loblaw Companies Limited, (o) to the extent not settled before the Determination Time, non-operating current liabilities (as contemplated in part (xi) in the definition of "Working Capital") owed by the Companies to Sellers or their Affiliates (including, for the avoidance of doubt, GWL and Loblaw Companies Limited), (p) any liabilities reflected in part (vi) of the Illustrative Calculation that are not otherwise included in the definition of "Indebtedness", (q) any positive net settlement amount from the settlement with the counterparty thereto of the Canadian foreign exchange hedges and the Canadian over-the-counter hedges set out in Section 4.7(a)(xii), including in respect of Provisional Hedge Settlements as defined therein, in each case as determined on the date of the Interbake Canada Transfer, and (r) all indebtedness referred to above which is directly or indirectly guaranteed by a Company or where a Company has agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which it has otherwise assured a creditor against loss; in each case, to the extent incurred and not paid prior to the Closing by the Companies. Notwithstanding the foregoing, "Indebtedness" shall not include any obligation in respect of (i) letters of credit to the extent not drawn upon, (ii) non-cancellable purchase commitments, (iii) any amounts that are reflected in Working Capital or Transaction Expenses, (iv) land, building, property and operating lease obligations and capitalized lease obligations where such expenses would be reflected in a Company's Earnings Before Interest, Taxes, Depreciation and Amortization as presented in such Company's financial plan, (v) the Debt Financing or any other indebtedness incurred by or on behalf of Buyers, (vi) intercompany indebtedness and other balances between the Companies, (vii) the Employee Closing Payment Amount or (viii) any indebtedness of the Transferred Canadian Business that is an Excluded Liability.

"Insurance Policy" has the meaning set forth in Section 4.8.

"Intellectual Property" means intellectual property of any type or nature throughout the world, including: (a) all patents, patent applications, patent disclosures, and all related divisionals, continuations, continuations-in-part, reissues, extensions, substitutions and reexaminations, (b) all trademarks, service marks, trade dress, logos, trade names, domain names, corporate names and social media handles, and all applications, registrations and renewals in connection therewith, together with the goodwill symbolized by any of the foregoing (collectively, "Trademarks"), (c) all copyrights, copyrightable subject matter (whether registered or unregistered) and all

applications, registrations and renewals in connection therewith, (d) all industrial designs and design applications, and (e) all trade secrets and confidential business information (including research and development, know-how, compositions, manufacturing and production processes, technical data, designs, specifications and business and marketing plans and proposals and recipes).

"Interbake" has the meaning set forth in the Recitals.

"Interbake Canada" has the meaning set forth in the Recitals.

"Interbake Canada Benefit Plans" has the meaning set forth in Section 6.8(a).

"Interbake Canada DC Pension Plans" has the meaning set forth in Section 6.9(b).

"Interbake Canada Shares" has the meaning set forth in the Recitals.

"Interbake Canada Transfer" has the meaning set forth in Section 2.2.

"Interbake Canada Transfer Agreement" means the asset purchase agreement between WFB and Interbake Canada in respect of the Interbake Canada Transfer to be entered into prior to Closing.

"Interbake Equity Interests" has the meaning set forth in the Recitals.

"Inventory" means all inventory, finished goods, products, raw materials, ingredients, works in progress, packaging, supplies and other inventories used exclusively in or held for use exclusively in the Transferred Canadian Business.

"Investment Canada Act" means the *Investment Canada Act* (Canada), as amended, including the regulations promulgated thereunder.

"Knowledge of the Transferred Business" means (x) the actual knowledge, after reasonable inquiry of such individual's direct reports, of (a) Luc Mongeau, in his capacity as President of WFB, (b) Tina Murrin, in her capacity as Chief Financial Officer of WFB, (c) Russ Montgomery, in his capacity as Senior Vice President of Integrated Supply Chain of WFB, (d) Roy Benin, in his capacity as President of Category Strategy and Activation, (e) Anthony Booth, in his capacity as Chief Customer Officer, and (f) Nicolas De Valencia, in his capacity as the Vice President of Cones, Wafers & Crackers and in each case, not in his or her personal capacity, and (y) the actual knowledge of Herman Alfonso, in his capacity as Vice President of Commercial Finance and not in his personal capacity.

"Latest Net Asset Schedule" has the meaning set forth in Section 4.4(a).

"Law" means any laws, statutes, orders, rules, regulations and ordinances of Governmental Authorities, and any Governmental Orders.

"Leased Real Property" has the meaning set forth in Section 4.15(a).

"Legacy Plans" has the meaning set forth in Section 2.7(b)(x).

"Lien" means any lien, encumbrance, mortgage, charge, claim, restriction, pledge, security interest, title defect, easement, right of way, covenant or encroachment.

"Listed Employees" has the meaning set forth in Section 4.10(b).

"Lookback Date" means the date that is three (3) years prior to the date hereof.

"Loss" means any loss, liability, claim, damage, cost, expense, interest, award, judgment, penalty, Tax, and reasonable out-of-pocket cost or expense (including attorney's fees, costs and other out-of-pocket expenses).

"Marketing Efforts" means (a) participation by the senior management team of the Companies in (i) the preparation of the Marketing Material and any reasonable number of due diligence sessions related thereto, all during normal business hours and with reasonable prior notice at reasonable locations and subject to customary confidentiality arrangements for syndicated bank loans, (ii) a customary bank meeting and (iii) preparation of customary rating agency presentations and meetings with one or more rating agencies and (b) the delivery of customary authorization letters and confirmations in connection with the Marketing Material with respect to the presence or absence of material non-public information and material accuracy of the information contained therein; provided, however, that such letters and confirmations shall state that Sellers, the Companies and their respective Affiliates shall not have any liability of any kind or nature resulting from the use of information contained in the Marketing Material or otherwise in connection with the Marketing Efforts.

"Marketing Material" means a customary "public side" bank book, a customary "private side" bank book and a customary lender presentation regarding the business, operations, financial condition, projections and prospects of the Transferred Business to be used by Buyers and the Debt Financing Sources in connection with a syndication of the Debt Financing.

"Material Adverse Effect" means any event, circumstance, condition, state of facts, development, occurrence, change or effect that, individually or in the aggregate, (1) has a material adverse effect, or is reasonably expected to have a material adverse effect, on the financial condition or results of operations of the Transferred Business taken as a whole, or (2) materially impairs the ability of any of the Sellers or the Companies to consummate, or prevents or materially delays, any of the transactions contemplated by this Agreement, or would reasonably be expected to do so; provided, however, in the case of clause (1) only, that none of the following (and no effect arising out of or resulting from any of the following) shall, either alone or in combination, constitute or be taken into account in determining whether a Material Adverse Effect has occurred: (a) general economic, business, political, industry, trade or credit, commodities, financial or capital market conditions (whether in the United States, Canada or internationally), including any conditions affecting generally the industries or markets in which the Transferred Business operates; (b) earthquakes, tornados, hurricanes, floods, acts of God and other force majeure events; (c) any Public Health Event; (d) acts of war (whether declared or not declared), sabotage, terrorism, military actions or the escalation thereof; (e) any changes or prospective changes in Law, regulations or accounting rules from and after the date of this Agreement, including the

interpretations thereof, or any changes after the date hereof in the interpretation or enforcement of any of the foregoing, or any changes in general legal, regulatory or political conditions; (f) any bankruptcy, insolvency or other financial distress of any customer, supplier or other counterparty of the Transferred Business; (g) the taking of any action required or permitted to be taken by this Agreement or the Related Agreements; (h) the negotiation, entry into or authorized public announcement of this Agreement or pendency of the transactions contemplated by this Agreement; (i) any developments or matters related to the Competition Litigation; (j) the breach of this Agreement, any Related Agreement or the Confidentiality Agreements by Buyers; (k) the taking of any action at the request of, or with the approval (or deemed approval) from, Buyers; (l) any actions required to be taken under Law or any Material Contracts; (m) the actions or omissions of Buyer other than such actions or omissions in compliance with or required by this Agreement; and (n) the failure by the Transferred Business to meet any projections, estimates or budgets for any period prior to, on or after the date of this Agreement (it being understood that the cause or causes of any such failure to meet such projections, estimates or budgets may constitute, in and of itself or when taken together with any other fact, state of facts, event, development, occurrence, change, circumstance, result or effect, a Material Adverse Effect, and may be taken into account in determining whether or not a Material Adverse Effect has occurred); provided, however, that with respect to clause (b), (d), and (e), in each case, such matter does not have a materially disproportionate effect on the Transferred Business (on a consolidated basis) relative to other Persons operating in the industries in which the Transferred Business operates. For the avoidance of doubt, any material adverse effect on the financial condition or results of operations of the Transferred Business solely as a result of or arising from the Sellers and its Affiliates or the Fresh/Frozen Buyer owning or operating the Fresh/Frozen Excluded Business shall not be taken into account in determining whether a Material Adverse Effect has occurred.

"Material Contract" has the meaning set forth in Section 4.7(a).

"Material Real Property Leases" means Real Property Leases that are material to the Transferred Business or under which the monthly rent exceeds ten thousand Dollars ($10,000).

"Mayer Brown" means Mayer Brown LLP and its associated legal practices that are separate entities, including Mayer Brown International LLP, Mayer Brown (a Hong Kong partnership) and Tauil & Chequer Advogados.

"Non-Business Portion" has the meaning set forth in Section 6.4(d).

"Objection Notice" has the meaning set forth in Section 2.9(e).

"Ontario Nominee" means 13158641 Canada Inc.

"Other Pension Plans" means the George Weston Limited/Loblaw Companies Limited National Pension Plan, Ontario pension regulator registration number 1170042, and the Weston Group Consolidated Executive Plan (defined contribution component), Ontario pension regulator registration number 1170059.

"Outstanding Retention Amount" means the aggregate amount payable, if any, to Transferred Employees pursuant to the retention agreements as set forth on Section 1.1(b) of the Disclosure Schedule to the extent not paid pursuant to Section 2.7(c)(ii).

"Owned Real Property" has the meaning set forth in Section 4.15(a).

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

"Permit" has the meaning set forth in Section 4.13(b).

"Permitted Liens" means: (a) Liens for Taxes, assessments, utilities and governmental charges or levies not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with IFRS; (b) Liens imposed by Law, such as materialmen's, mechanics', carriers', workmen's and repairmen's liens and other similar liens (inchoate or otherwise) arising or incurred in the ordinary course of business for amounts which are not due and payable or which are being contested in good faith and for which adequate reserves have been established in accordance with IFRS; (c) Liens arising under worker's compensation, unemployment insurance, social security, retirement or similar legislation or to secure public or statutory obligations; (d) with respect to the Owned Real Property, (i) all matters of record (excluding any Liens securing Indebtedness), including survey exceptions, easement agreements, rights of way and other encumbrances on title to real property; (ii) all applicable zoning, entitlement, building, conservation restrictions and other land use and environmental regulations; (iii) all exceptions, restrictions, easements, charges, rights-of-way and other Liens set forth in any permits, any deed restrictions, groundwater or land use limitations or other institutional controls utilized in connection with any required environmental remedial actions, or other state, provincial, local or municipal franchise applicable to the Companies or any of their respective properties, to the extent registered on title to real property or disclosed to Buyers prior to the date of this Agreement; (iv) subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original or any other Crown grant or disposition or implied by Law by a municipality or public utility; and (v) all existing leases, licenses (other than with respect to Intellectual Property) and other occupancy agreements; none of which items (i) through (v), individually or in the aggregate materially impair the value, use, occupancy or possession of any of the Owned Real Property in the operation of the Transferred Business; and (v) any right of expropriation conferred upon, reserved to or vested in Her Majesty The Queen in Right of Canada or any province, by any Governmental Authority under any applicable Law; (e) Liens securing the obligations of the Companies under or in respect of Indebtedness that will get paid off in full at Closing; (f) Liens on goods in transit incurred pursuant to documentary letters of credit; (g) Liens which shall be removed prior to or at the Closing; (h) purchase money Liens and Liens securing rental payments under capital lease arrangements; (i) Liens of lessors arising under lease agreements; (j) any restriction on transfer arising under any applicable securities Laws; (j) deposits to secure the performance of bids, Contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business consistent with past practice; (k) non-exclusive licenses of Intellectual Property granted in the ordinary course of business; (l) Liens that affect the underlying fee interest of any Leased Real Property; (m) Liens that secure any Assumed Liabilities; and (n) Liens set forth in Section 1.1(e) of the Disclosure Schedule.

"Permitted Weston Family Disclosure" has the meaning set forth in Section 7.7(f).

"Person" means an individual, corporation, partnership, joint venture, trust, association, estate, joint stock company, limited liability company, Governmental Authority or any other entity of any kind.

"Post-Closing Statement" has the meaning set forth in Section 2.9(c).

"Pre-Closing Occurrences" has the meaning set forth in Section 7.10(a).

"Pre-Closing Period" means any Taxable period (or portion thereof) ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such Taxable period ending on (and including) the Closing Date.

"Pre-Closing Reorganization" means the steps set out in Section 1.1(f) of the Disclosure Schedule.

"Pre-Closing Statement" has the meaning set forth in Section 2.9(a).

"Pre-Closing Taxes" means, without duplication, (a) all unpaid Taxes of the Companies in respect of any Pre-Closing Period, (b) all Taxes (including any transfer Taxes other than transfer Taxes incurred in respect of Step 15 of Section 1.1(f) of the Disclosure Schedule) attributable to any restructuring or transactions undertaken by the Sellers, WFB, the Companies, or any of their Affiliates prior to the Closing Date (including, for greater certainty, in connection with the Pre-Closing Reorganization), (c) all Taxes relating to events, transactions, or payments occurring prior to the Closing Date that were deferred under any COVID Program or the CARES Act, and (d) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which any Company is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation section 1.1502-6 (or any analogous or similar state, local, or foreign law or regulation).

"Privacy Requirements" has the meaning set forth in Section 4.6(e).

"Processing" has the meaning set forth in Section 4.6(e).

"Protected Communications" means, at any time, any and all communications in whatever form, whether written, oral, video, electronic or otherwise, that shall have occurred between or among any of Sellers, WFB, the Companies or any of their respective Associated Persons (including Mayer Brown, Torys or GWL Legal Counsel) relating to or in connection with this Agreement, the events and negotiations leading to this Agreement, any of the transactions contemplated hereby and by the Related Agreements or any other potential sale or transfer of control transaction involving WFB or the Companies or the sale of the Transferred Business.

"Public Health Event" means any disease outbreak, cluster, epidemic, pandemic or plague, regardless of stage, including the outbreak or escalation of the novel coronavirus disease, COVID-19 virus (SARS-COV-2 and related strains and sequences) or mutation or variant (or antigenic shift) thereof or a public health emergency resulting therefrom; provided, that for the avoidance of doubt, a Public Health Event shall not include any (a) food-borne illnesses or other similar disease outbreaks or (b) any associated recall, market withdrawal, seizure, public notification, field

notification, food safety alert, FDA Reportable Food Registry report, or other similar action in connection with clause (a), in each case resulting from the products or other actions of the Transferred Business.

"Public Health Measures" means any quarantine, "shelter in place," "stay at home," social distancing, shut down, closure, sequester or any other Law, Governmental Order, Action, directive, guideline or recommendation by any Governmental Authority in connection with or in response to a Public Health Event.

"Purchase Price" has the meaning set forth in Section 2.8(a).

"Purchased Assets" has the meaning set forth in Section 2.2.

"Real Property Lease" has the meaning set forth in Section 4.15(a).

"Recovery Costs" has the meaning set forth in Section 7.10(b)(ii).

"Refund" has the meaning set forth in Section 7.5(k).

"Registered Intellectual Property" has the meaning set forth in Section 4.6(a).

"Related Agreements" means the Confidentiality Agreement, the Access Agreement, the Transition Services Agreement - Ambient, the Transition Services Agreement – Fresh/Frozen, the Supply Agreement and the Wrong Pockets Agreement. The Related Agreements executed by a specified Person shall be referred to as "such Person's Related Agreements," "its Related Agreements" or another similar expression.

"Release" means any spilling, emitting, emptying, escaping, pouring, leaking, pumping, injecting, disposal, dumping, discharging or leaching into the Environment.

"Representatives" means, with respect to any Person, such Person's Affiliates and its and their respective directors, officers, employees, agents, attorneys, accountants and other advisors.

"Response Action" means any action taken to investigate, abate, remediate, remove, monitor or mitigate any Release of Hazardous Substances, including any action that would be a response action or removal action as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended at the date of Closing, 42 U.S.C. §9601 et seq.

"Restricted Asset" has the meaning set forth in Section 2.3.

"Restrictive Covenants" has the meaning set forth in Section 7.9(e).

"Rollover Assets" has the meaning set forth in Section 7.5(g).

"Sanctions Laws" means all applicable Laws relating to economic or trade sanctions administered or enforced by the United States (including by the U.S. Office of Foreign Assets Control and the U.S. Departments of Commerce and State), Canada, including the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Criminal Code* (Canada),

the *Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law)* (Canada) and the *Freezing of Assets of Corrupt Foreign Officials Act* (Canada), and all of the regulations thereunder.

"Sanctioned Party" means any Person (i) included on one or more of the Sanctioned Party Lists; (ii) located, organized, or ordinarily resident in a jurisdiction that is or has been the subject of country- or territory-wide sanctions administered by U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") within the last five years (Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region); (iii) owned or controlled by, or acting on behalf of, any of the foregoing; or (iv) with whom U.S. persons are otherwise prohibited from transacting under Sanctions Laws.

"Sanctioned Party Lists" include the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List and the Sectoral Sanctions Identifications List, all administered by OFAC; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the consolidated list of Persons, Groups and Entities Subject to EU Financial Sanctions, as implemented by the EU Common Foreign & Security Policy; and similar lists of restricted parties maintained by other relevant governmental authorities.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Securities Offering Documents" has the meaning set forth in Section 7.11(a).

"Seller Group Member" has the meaning set forth in Section 11.15.

"Seller Guarantee" means any guarantee, indemnity, insurance requirement, performance bond, letter of credit, deposit or other security or contingent obligation in the nature of a financial obligation, including letters of comfort or support, entered into or granted by Sellers or any of their respective Affiliates (other than the Companies) in relation to or arising out of any liabilities or obligations of (a) the Transferred Business or (b) the Companies, in each case, set forth on Section 1.1(g) of the Disclosure Schedule.

"Seller Released Matter" has the meaning set forth in Section 10.3(a).

"Seller Releasee" has the meaning set forth in Section 10.3(b).

"Seller Releasor" has the meaning set forth in Section 10.3(b).

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

"Shared Contracts" shall mean those Group Contracts set forth on Section 2.2(f) of the Disclosure Schedule.

"SIR" has the meaning set forth in Section 6.5(c).

"Solvent" has the meaning set forth in Section 5.7.

"Specified Courts" has the meaning set forth in Section 11.9.

"Straddle Period" means any Taxable period beginning on or before the Closing Date and ending after the Closing Date.

"Supply Agreement" means the Supply Agreement with Loblaws Inc. in the form mutually agreed upon by the Parties.

"Tax" (and, with correlative meaning, "Taxes," "Taxable" and "Taxing") means any federal, non-U.S., provincial, state or local income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, franchise, profits, license, capital stock, net wealth, withholding, payroll, estimated, employment, unemployment, disability, excise, goods and services, severance, stamp, occupation, premium, real property, personal property, escheat, unclaimed property, social security (or similar, including FICA), environmental (including Code section 59A), alternative or add-on, value added, registration, windfall profits or other taxes, customs, duties, charges, fees, levies or other assessments of any kind (in the nature of or similar to taxes) imposed by any Governmental Authority, including any interest, penalties or additions to tax incurred under Law with respect to taxes, in each case whether disputed or not and any liabilities for the foregoing as a result of an obligation to indemnify another person or being a transferee or successor in interest.

"Tax Act" means the *Income Tax Act* (Canada), and analogous Laws of a province of Canada.

"Tax Proceedings" has the meaning set forth in Section 7.5(j).

"Tax Return" means any report, declaration, designation, election, notice, claim for refund, return (including any information return), statement or other filing required or permitted to be filed or supplied to any Taxing authority or jurisdiction with respect to Taxes, including any amendments or attachments to such reports, returns, declarations, designations, elections, claims for refunds, statements, or other filings.

"Termination Date" has the meaning set forth in Section 9.1(b).

"Termination Fee" has the meaning set forth in Section 9.2(b)(i).

"Territory" means (i) North America and (ii) any other geographic area in which the Companies conduct, or are actively planning to conduct, the Competitive Business as of the Closing Date.

"Third Party Claim" has the meaning set forth in Section 10.2(d).

"Torys" means Torys LLP.

"Transaction Expenses" means any fees, costs and expenses incurred or subject to reimbursement by the Companies (whether accrued for or not), in each case in connection with the transactions contemplated by this Agreement and the Related Agreements and not paid prior to the Closing, including (a) any brokerage fees, commissions, finders' fees, or financial advisory fees, and, in each case, related costs and expenses; (b) any fees, costs and expenses of counsel, accountants or other advisors or service providers; (c) any fees, costs and expenses or payments of the Companies related to any transaction bonus, discretionary bonus, change-of-control payment,

severance, retention or other compensatory payments made to any employee or other individual service provider as a result of the execution of this Agreement or in connection with the transactions contemplated by this Agreement alone or together with any other event occurring prior to or after the Closing (including the employer portion of any payroll, unemployment or similar Taxes); and (d) fees, costs and expenses associated with obtaining necessary or appropriate waivers, consents or approvals of any third party Person on behalf of the Companies in connection with obtaining the release and termination of any Lien; provided, however, that Transaction Expenses shall exclude any amounts included in the Employee Closing Payment Amount, Working Capital or Indebtedness and any such Transaction Expenses of Interbake Canada listed in clauses (a), (b) and (d) above not incurred solely for its benefit.

"Transferred Business" means, collectively, (a) the business operated by GWL and its subsidiaries (including Interbake) in the United States as of the date hereof consisting of the formulation, production, marketing, advertising, manufacture, labeling, packaging, storage, sale, distribution, transportation, import, export, offering or promoting for sale of ambient baked goods, including cookies, cones, wafers and crackers for retail, wholesale or food service customers and (b) the Transferred Canadian Business; and for the avoidance of doubt, including the business conducted by the facilities set forth on Section 4.15(a)(i) and Section 4.15(b)(i) of the Disclosure Schedule, but excluding the Fresh/Frozen Excluded Business.

"Transferred Canadian Business" means that portion of the business conducted by GWL and its subsidiaries in Canada as of the date hereof consisting of the formulation, production, marketing, advertising, manufacture, labeling, packaging, storage, sale, distribution, transportation, import, export, offering or promoting for sale of ambient baked goods, including cookies, cones, wafers and crackers for retail, wholesale or food service customers, but excluding the Fresh/Frozen Excluded Business.

"Transferred Canadian Employees" means each Canada Non-Union Employee and each Canada Union Employee employed by Interbake Canada on closing of the Interbake Canada Transfer.

"Transferred Contracts" has the meaning set forth in Section 2.2(f).

"Transferred Employees" means the US Employees and the Canada Employees.

"Transferred Equity Interests" has the meaning set forth in the Recitals.

"Transferred Intellectual Property" has the meaning set forth in Section 2.2(h).

"Transferred IT Systems" has the meaning set forth in Section 4.18.

"Transferred Permits" has the meaning set forth in Section 2.2(g).

"Transition Services Agreement – Ambient" means the Transition Services Agreement in respect of services between the Transferred Business, on the one hand, and the retained businesses of GWL and its Affiliates, on the other hand, in the form mutually agreed upon by the Parties.

"Transition Services Agreement – Fresh/Frozen" means the Transition Services Agreement in respect of the services between the Transferred Business, on the one hand, and the Fresh/Frozen Excluded Business, on the other hand, in the form mutually agreed upon by the Parties.

"Union" means any labor union, works council, trade union or other collective bargaining representative.

"USDA" means the U.S. Department of Agriculture.

"US Employee" means any individual (whether active or inactive) who is employed by Interbake at the relevant time, and, for the avoidance of doubt, will include the Additional US Ambient Employees following the transfer thereof by Weston Foods US to Interbake pursuant to Section 6.10.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, or any similar foreign, state or local Law.

"Weston 401(k) Plan" has the meaning set forth in Section 6.9(j).

"Weston Family Memorabilia" means any pictures and other memorabilia related to the Weston family heritage or the history of the Weston family, as determined by GWL.

"Weston Foods Business" means, collectively, the Transferred Business and the Fresh/Frozen Excluded Business.

"Weston Foods US" has the meaning set forth in the Recitals.

"WFB" has the meaning set forth in the Recitals.

"WFB DC Pension Plans" means the defined contribution pension plan or defined contribution component, as applicable, in which the Canada Union Employees, Canada Non-Union Employees participate of the WF Bakery Inc. Defined Contribution Plan (Ontario pension regulator registration number 1380096) and the WF Bakery Inc. Executive Defined Contribution Plan (Ontario pension regulator registration number 1380104).

"WFB DC SERP" means the WF Bakery Inc. Defined Contribution Supplemental Retirement Plan for Executive Employees (a notional defined contribution supplemental pension arrangement).

"WFB Non-Union DB Pension Plan" means the defined benefit component in which two Canada Non-Union Employees participate of the Pension Plan of George Weston Limited and Related Companies, Ontario pension regulator registration number 0351692.

"WFCI" means Weston Foods (Canada) Inc., a predecessor corporation amalgamated into GWL.

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

"Working Capital" means (a) all current assets of the Companies minus (b) all current liabilities of the Companies (including any non-income Tax liabilities of the Companies), in each case, calculated as of the Determination Time in accordance with the Accounting Principles and including only those line items that are included in the Illustrative Calculation; provided, however, that in no event will the determination of "Working Capital" include (i) Cash, (ii) current or deferred Income Tax assets or liabilities of the Companies, (iii) any intercompany indebtedness and other balances between or among the Companies, (iv) the value of interest rate swaps, forward contracts, currency or other hedging arrangements, in each case calculated on a mark-to-market basis as of the Determination Time, (v) any assets and liabilities solely relating to or arising out of the Fresh/Frozen Excluded Business, (vi) Indebtedness or other items taken into account in determining the Closing Payment or the Purchase Price or otherwise paid under Section 2.8, (vii) any purchase accounting adjustments that result from the transactions contemplated by this Agreement, including those arising from Accounting Standards Codification section 805 (i.e., Business Combinations), (viii) any accruals or other amounts related to the Employee Closing Payment Amount, (ix) Transaction Expenses, (x) operating lease liabilities relating to IFRS 16 *Leases* (however, to the extent any operating lease payments are not paid by their due date, such obligations will be included in Working Capital) and/or (xi) non-operating items as between the Companies, Loblaw Companies Limited and GWL. For clarity, operating items include but are not limited to (A) passthrough costs of employee benefits, software licenses and other services or purchases that the Companies procure through GWL and Loblaw Companies Limited for use in the Transferred Business, (B) payroll amounts paid by Loblaw Companies Limited on behalf of the Companies, and (C) rebates/penalties and other similar adjustments paid by the Companies to Loblaw Companies Limited. The methodology with respect to the calculation of Working Capital is set forth on the Illustrative Calculation.

"Working Capital Adjustment" means (a) the amount by which Working Capital as of the Determination Time exceeds the Working Capital Upper Collar Amount, if the Working Capital as of the Determination Time is greater than the Working Capital Upper Collar Amount or (b) the amount by which Working Capital as of the Determination Time is less than the Working Capital Lower Collar Amount, if the Working Capital as of the Determination Time is less than the Working Capital Lower Collar Amount; provided, however, that any amount which is calculated pursuant to clause (b) shall be deemed to be a negative number. For the avoidance of doubt, if the Working Capital as of the Determination Time is neither greater than the Working Capital Upper Collar Amount nor less than the Working Capital Lower Collar Amount, the Working Capital Adjustment shall be deemed to be zero Dollars ($0).

"Working Capital Lower Collar Amount" means One Hundred and Ten Million Dollars ($110,000,000).

"Working Capital Upper Collar Amount" means One Hundred and Twenty Million Dollars ($120,000,000).

"Wrong Pockets Agreement" means the Wrong Pockets Agreement by and among GWL, WFB, WF Frozen Inc., the Companies, and Weston Foods US in the form mutually agreed upon by the Parties.

1.2 Interpretation.

(a) The table of contents and the headings of the Articles, Sections and subsections included in this Agreement and the various headings of the Disclosure Schedule are for convenience only and shall not be deemed part of this Agreement or the Disclosure Schedule or be given any effect in interpreting this Agreement or the Disclosure Schedule. Unless the context otherwise requires, references in this Agreement to: (i) Articles, Sections and Schedules shall be deemed references to Articles and Sections of, and Schedules to, this Agreement; (ii) "paragraphs" or "clauses" shall be deemed references to separate paragraphs or clauses of the Section or Subsection in which the reference occurs; (iii) any Contract (including this Agreement) or Law shall be deemed references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions); (iv) any Person shall be deemed to include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Person(s) succeeding to its functions and capacities; and (v) any statute or other Law of the United States or other jurisdiction (whether federal, state or local) shall be deemed to include references to all rules and regulations promulgated thereunder. Underscored references to Articles, Sections or Schedules shall refer to those portions of this Agreement.

(b) The use of the masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. Unless the context otherwise clearly indicates, each defined term used in this Agreement shall have a comparable meaning when used in its plural or singular form. The words "including," "includes" or "include" are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as "without limitation" or "but not limited to" are used in each instance. Words such as "herein," "hereinafter," "hereof" and "hereunder" that are used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The word "any" shall mean "any and all" unless context dictates otherwise. When calculating the period of time before which, within which or following which, any act is to be done or step taken under this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a non- Business Day, the period in question will end on the next succeeding Business Day.

(c) Where this Agreement states that a Party "shall," "will" or "must" perform in some manner or otherwise act or omit to act, it means that such Party is legally obligated to do so in accordance with this Agreement. Time is of the essence of each and every covenant, agreement and obligation in this Agreement.

(d) Any Contract, document, list or other item shall be deemed to have been "disclosed", "provided" or "made available" to Buyers for all purposes of this Agreement if such Contract, document, list or other item was posted in the Data Room not later than one (1) Business Day prior to the date hereof.

(e) The Parties acknowledge and agree that, to the extent the terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision

of any other agreement, document or instrument contemplated hereby, this Agreement shall govern and control.

ARTICLE 2

PURCHASE AND SALE OF THE TRANSFERRED EQUITY INTERESTS; TRANSFER OF THE PURCHASED ASSETS AND ASSUMPTION OF ASSUMED LIABILITIES

2.1 Purchase and Sale of the Transferred Equity Interests. At the Closing, (a) WFUH shall sell, and HFS US Buyer shall purchase from WFUH, all of WFUH's right, title and interest in and to all of the Interbake Equity Interests owned by WFUH, free and clear of all Liens (other than restrictions on transfer arising under applicable securities Laws), and (b) GWL shall sell, and HFS Canadian Buyer shall purchase from GWL, all of GWL's right, title and interest in and to all of the Interbake Canada Shares owned by GWL, free and clear of all Liens (other than restrictions on transfer arising under applicable securities Laws) in exchange for (x) the payment by Buyers of the Closing Payment, as allocated to the Transferred Equity Interests in accordance with the principles set out in Section 2.10(b) and (y) the mutual covenants and agreements contained herein.

2.2 Transfer of the Purchased Assets to Interbake Canada. Except as provided in Section 2.3 and Section 2.4, and on the terms and subject to the conditions of this Agreement and the Interbake Canada Transfer Agreement, prior to the Closing and in accordance with the Pre-Closing Reorganization, GWL shall cause (x) Interbake Canada to purchase, assume and accept from WFB, and (y) WFB to sell, assign and transfer to Interbake Canada, free and clear of all Liens other than Permitted Liens (the "Interbake Canada Transfer"), all of WFB's right, title, and interest in and to the following property, rights and assets pursuant to the Interbake Canada Transfer Agreement (collectively, the "Purchased Assets"):

(a) the Owned Real Property, and title thereto, described in Section 2.2(a) of the Disclosure Schedule;

(b) the Inventory;

(c) all machinery, furniture, fixtures, equipment, supplies, parts, tooling, tools, information and communications technologies, systems and networks, vehicles (including trucks and trailers) and other tangible moveable personal property of WFB used or held for use primarily in the operation of the Transferred Canadian Business;

(d) all prepaid expenses, credits, advance payments, security, deposits, claims for refunds, charges, sums and fees of WFB that are primarily related to, or primarily arise out of, the Transferred Canadian Business;

(e) all accounts receivable, trade receivables, notes receivable or other receivables of WFB that are exclusively related to, or arise exclusively out of, the Transferred Canadian Business;

(f) all Contracts that primarily relate to the Transferred Canadian Business (including the Employment Contracts) or any of the Purchased Assets to which WFB or any of its Affiliates is a party or is otherwise bound, provided that any Shared Contract set forth on Section 2.2(f) of

the Disclosure Schedule under the heading "Shared Contracts" shall only be transferred if such Contract is divided, modified or replicated in accordance with Section 6.4(c) prior to the Interbake Canada Transfer (the "Transferred Contracts");

(g) all Permits held by WFB or any of its Affiliates that are used or held for use primarily in the Transferred Canadian Business, including all Permits listed on Section 2.2(g)(i) of the Disclosure Schedule (the "Transferred Permits") other than the Permits listed on Section 2.2(g)(ii) of the Disclosure Schedule that are not assignable by WFB or its Affiliates under applicable Law;

(h) all Intellectual Property owned or exclusively in-licensed by WFB or any of its Affiliates that is used or held for use primarily by the Transferred Canadian Business, except for the Excluded Intellectual Property, including the Intellectual Property listed on Section 2.2(h) of the Disclosure Schedule (the "Transferred Intellectual Property");

(i) the Transferred IT Systems primarily used in the Transferred Canadian Business, including the Transferred IT Systems set forth on Section 2.2(i) of the Disclosure Schedule;

(j) all of WFB's or any of its Affiliates' rights under any express or implied representations, warranties, indemnities, guarantees and all similar rights against third parties to the extent such rights are assignable by WFB and are primarily related to, or arise primarily out of, the Transferred Canadian Business or any of the Purchased Assets;

(k) all goodwill, other intangible property and causes of action and Actions of any kind as against any other Persons (whether by contract or otherwise) primarily related to, or that arise primarily out of, the Transferred Canadian Business or any of the Purchased Assets;

(l) all endorsements and certifications of any product or service of the Transferred Canadian Business, including, without limitation, certifications of safety, organic sourcing, kosher status, dietary compatibility (e.g., gluten free, 'low carb,' GMO free, etc.), consumer or trade group preference, and any other similar certification or endorsement license or relationship, other than the endorsements and certifications listed on Section 2.2(l) of the Disclosure Schedule that are not assignable by WFB or its Affiliates under applicable Law;

(m) current assets of the Transferred Canadian Business included in Working Capital;

(n) all product specifications, label content and designs, customer lists, supplier lists, product price lists, sales records, product specifications, advertising materials, engineering data, maintenance schedules, operating and production records, and all other books and records (including books of account, historical financial records, tax records, personnel records, research and development reports, equipment logs, business plans and projections) that are owned or exclusively in-licensed by WFB, in each case to the extent primarily relating to, used primarily in, or held for use primarily in the Transferred Canadian Business; provided, that WFB and GWL, as applicable, will be entitled to retain and use copies of such information and records (i) in accordance with the Access Agreement, (ii) where necessary to comply with any applicable Law, (iii) where necessary for use in connection with fulfilling WFB's obligations under the Transition Services Agreement – Fresh/Frozen and the Transition Services Agreement – Ambient, (iv) in

connection with any Actions, or (v) in connection with any business of WFB other than the Transferred Canadian Business, including the preparation of Tax Returns, the administration of any Benefit Plans, and the preparation of financial statements; and

(o) all other assets (real or personal, tangible or intangible) and Contracts of WFB or its Affiliates that primarily relate to the Transferred Canadian Business or any of the Purchased Assets that are not included in the definition of Excluded Assets.

Subject to Section 6.4, to the extent that legal title to any of the Purchased Assets is held by an Affiliate of WFB, GWL will cause and direct such Affiliate to sell, assign and transfer to Interbake Canada, free and clear of all Liens other than Permitted Liens, all of such Affiliate's right, title, and interest in such Purchased Asset at the closing of the Interbake Canada Transfer.

2.3 Limitation on Assignment of Contracts; Replacement of Certain Assets, Services and Systems. Notwithstanding anything to the contrary in this Agreement or the Interbake Canada Transfer Agreement, it is understood and agreed that nothing in this Agreement or the Interbake Canada Transfer Agreement shall require GWL to cause WFB to assign or transfer to Interbake Canada any Contract or any claim, right, benefit or obligation thereunder or resulting therefrom pursuant to the Interbake Canada Transfer Agreement if (a) an assignment or transfer thereof, without the consent of any applicable third party, would constitute a breach or violation thereof or impose any liability on WFB or any of its Affiliates, or result in the termination thereof or the creation of any Lien on any of the assets of WFB or any such Affiliate and (b) such consent is not obtained at or prior to the closing of the Interbake Canada Transfer, in which case the provisions of Section 6.4(c) will apply (any such Contract or other Purchased Asset is to be referred to herein as a "Restricted Asset") (it being understood that this Section 2.3 shall in no way limit any party's obligations under Section 6.4(c)).

2.4 Excluded Assets. Notwithstanding anything to the contrary set out herein or in the Interbake Canada Transfer Agreement and for the avoidance of doubt, GWL shall cause (x) Interbake Canada not to purchase, assume or accept from WFB pursuant to the Interbake Canada Transfer Agreement, and (y) WFB not to sell, assign or transfer to Interbake Canada pursuant to the Interbake Canada Transfer Agreement, any of the following property, rights and assets of WFB (collectively, the "Excluded Assets"):

(a) all cash and cash equivalents of WFB;

(b) all accounts receivable, trade receivables, notes receivables, insurance receivables or other receivables and other rights to payment from customers and other Persons and deferred charges, prepaid expenses and other current assets of WFB, except to the extent expressly set forth in Section 2.2(d) and Section 2.2(e);

(c) WFB's right, title or interest in the GWL Names;

(d) any Tax refund, amount receivable or credit, and all losses, loss carryforwards and rights to receive refunds, amounts receivable, credits and loss carryforwards of WFB with respect to Taxes;

(e) the Intellectual Property described on Section 2.4(e) of the Disclosure Schedule (the "Excluded Intellectual Property");

(f) all Group Contracts other than those comprising the Transferred Contracts, including those Contracts described on Section 2.4(f) of the Disclosure Schedule (the "Excluded Contracts");

(g) subject to Section 6.2, all Inventory sold or otherwise disposed of in the ordinary course of business consistent with past practice during the period from the date of this Agreement until the closing of the Interbake Canada Transfer;

(h) all assets (real or personal, tangible or intangible) and Contracts primarily related to the Fresh/Frozen Excluded Business; and

(i) all Weston Family Memorabilia.

2.5 Assumed Liabilities. At and as of the closing of the Interbake Canada Transfer, GWL shall cause Interbake Canada to assume from WFB, and agree to pay, perform and discharge when due, the following liabilities of WFB primarily in respect of or primarily relating to (x) the Transferred Canadian Business, (y) the Purchased Assets or (z) the Transferred Canadian Employees, (collectively, the "Assumed Liabilities") pursuant to the Interbake Canada Transfer Agreement:

(a) all trade accounts payable to third parties by WFB exclusively related to the Transferred Canadian Business or the Purchased Assets that remain unpaid as of the closing of the Interbake Canada Transfer;

(b) all liabilities with respect to the Transferred Contracts and such liabilities relating to any Restricted Asset or Shared Contract assumed by Buyers or the Companies pursuant to Section 6.4(c) prior to the Interbake Canada Transfer;

(c) all liabilities with respect to the Transferred Permits;

(d) all liabilities under the Real Property Leases or Owned Real Property forming part of the Purchased Assets and all Transferred Contracts, including any liabilities under Environmental Law;

(e) all liabilities relating to or in respect of the Purchased Assets;

(f) the Assumed Employee Liabilities;

(g) the liabilities relating to current and former independent contractors of WFB (solely to the extent related to the Transferred Canadian Business);

(h) all liabilities arising with respect to the products or services of the Transferred Canadian Business, whether sold or provided prior to or after the Closing, and whether arising under warranty, contract, equity, tort, strict liability, product liability, statute or otherwise, excluding the Excluded Litigation;

(i) without duplication, current liabilities included in Working Capital; and

(j) all other liabilities primarily relating to, or arising out of, the Transferred Canadian Business, the Purchased Assets or the Transferred Canadian Employees, in each case other than the Excluded Liabilities.

2.6 Excluded Liabilities. Notwithstanding anything to the contrary set out herein or in the Interbake Canada Transfer Agreement and for the avoidance of doubt, GWL (x) shall cause Interbake Canada not to assume, indemnify or otherwise be liable in respect of the following liabilities, which shall be retained by WFB and (y) shall pay or shall cause WFB to agree to pay, perform and discharge when due, the following liabilities of WFB (the "Excluded Liabilities"):

(a) all liabilities relating to or arising in respect of the Excluded Assets or the Excluded Employees;

(b) all liabilities primarily relating to or arising in respect of the Fresh/Frozen Excluded Business, which for the avoidance of doubt shall not include liabilities relating to any Restricted Asset or Shared Contract assumed by Buyers or the Companies pursuant to Section 6.4(c) or the Wrong Pockets Agreement;

(c) all Tax payables or liabilities (other than any payroll related taxes, realty taxes or transfer taxes incurred after the closing of the Interbake Canada Transfer related to the Purchased Assets);

(d) all liabilities, if any, related to the Outstanding Retention Amount;

(e) all liabilities related the Employee Closing Payment Amount following payment of such amount by Buyers pursuant to Section 2.7(c)(ii), including claims related to the calculation of the amounts payable to the individual payees thereof; and

(f) any liabilities relating to or arising in respect of any Action relating primarily to the Fresh/Frozen Excluded Business or which Sellers and their Affiliates (excluding the Companies) are party to, including, other than as set out in the Access Agreement, the Competition Litigation and those matters set forth in the Weston Foods Summary of Material Litigation provided in the Data Room (the "Excluded Litigation").

2.7 Closing.

(a) Subject to the following sentence, the Closing shall take place at the offices of Mayer Brown LLP, 71 South Wacker Drive, Chicago, Illinois 60606, at 9:00 A.M. (Eastern Time) (the "Effective Time"), on the date that is two (2) Business Days after the satisfaction (or waiver thereof by the Party entitled to benefit therefrom) of the conditions precedent set forth in Article 8 (excluding the conditions that by their nature can only be satisfied by the taking of actions or delivery of documents at the Closing, but subject to the satisfaction of such conditions at the Closing or waiver of such conditions by the Party or Parties entitled to the benefit therefrom) or on such other date, and at such other time and place, as may be agreed in writing by Buyers and Sellers; provided, however, that the Closing may occur remotely by exchange of documents and

signatures via email or other manner as may be mutually agreed upon by Buyers and Sellers; provided, further, that (x) the Closing shall not occur prior to the first Business Day that is forty-five (45) days following the date of this Agreement unless Buyers, in their sole discretion, agree in writing to shorten the term to less than forty-five (45) days following the date of this Agreement, and (y) GWL may, in its discretion, elect to delay the Closing for a period of no more than five (5) Business Days (the "Extension") from the date the Parties would have otherwise been obligated to effect the Closing after giving effect to the preceding clause (x), but in any event not to a date that falls after the Termination Date, and only if GWL provides prior written notice to Buyers that it intends to elect an Extension at least five (5) Business Days prior to the commencement of the Extension. Except as otherwise set forth herein, all actions to be taken and all documents to be executed and delivered by all Parties at the Closing will be deemed to have been taken and executed simultaneously and no actions will be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered. The date on which the Closing occurs in accordance with the preceding sentence is referred to in this Agreement as the "Closing Date."

(b) At or prior to the Closing, Sellers shall deliver the following to Buyers:

(i) a duly executed original instrument of transfer for the Transferred Equity Interests in favor of Buyers, in a form reasonably satisfactory to Buyers;

(ii) a certificate from (A) GWL, dated the Closing Date, duly executed by an officer of GWL certifying that the conditions set forth in Section 8.2(a) and Section 8.2(b) have been satisfied with respect to Interbake Canada and the condition set forth in Section 8.2(d) with respect to the Transferred Canadian Business has been satisfied and (B) WFUH, dated the Closing Date, duly executed by a manager of WFUH certifying that the conditions set forth in Section 8.2(a) and Section 8.2(b) have been satisfied with respect to Interbake;

(iii) a certificate from (A) Interbake, dated the Closing Date, duly executed by a manager of Interbake certifying with respect to Interbake that the conditions set forth in Section 8.2(a), Section 8.2(b) and Section 8.2(d) with respect to Interbake have been satisfied and (B) Interbake Canada, dated the Closing Date, duly executed by an officer of Interbake Canada certifying with respect to Interbake Canada that the conditions set forth in Section 8.2(a), Section 8.2(b) and Section 8.2(d) with respect to Interbake Canada have been satisfied;

(iv) a certificate, dated as of the Closing Date and executed by the secretary or an assistant secretary (or similar officer) of each Seller, certifying as to the resolutions approved by the board of directors (or similar governing body) of such Seller authorizing the execution, delivery, and performance by such Seller of this Agreement and its Related Agreements and the consummation by such Seller of the transactions contemplated by this Agreement and its Related Agreements;

(v) written resignations of all directors and officers of the Companies other than those specified by Buyers no later than three (3) Business Days prior to the Closing Date, in each case with effect from the Effective Time;

(vi) the Transition Services Agreement - Ambient, duly executed by GWL and the Companies;

(vii) the Transition Services Agreement – Fresh/Frozen, duly executed by the Companies and the other parties thereto; provided that if the closing of the sale of the Fresh/Frozen Excluded Business to a third party occurs prior to the Closing Date, Sellers shall execute and deliver such Transition Services Agreement – Fresh/Frozen to Buyers on such closing date;

(viii) the Supply Agreement duly executed by Loblaws Inc. and if requested by Buyers, one or more of the Companies;

(ix) the Wrong Pockets Agreement, duly executed by the parties thereto;

(x) evidence that the Pre-Closing Reorganization has been completed substantially as set out on Section 1.1(f) of the Disclosure Schedule;

(xi) a certificate from WFUH dated as of or prior to the Closing, certifying that (A) Interbake transferred sponsorship of the Interbake Foods LLC SERP and the Interbake Foods LLC Postretirement Welfare Plan to WFUH (or another entity other than the Companies) and that WFUH (or another entity other than the Companies) sponsors the Interbake Foods LLC Amended and Restated Supplemental Savings Plan for Executive Employees and the Maplehurst Bakeries LLC Amended and Restated Supplemental Savings Plan for Executive Employees (all of which plans are collectively referred to herein as the "Legacy Plans") prior to the Closing Date, (B) Interbake shall not sponsor and shall have no liabilities or obligations in respect of the Legacy Plans as of immediately prior to the Closing, and (C) Buyers and the Companies shall not be liable or in any way responsible for any amounts owed under or with respect to the Legacy Plans; and

(xii) a valid, complete, and duly executed IRS Form W-9 delivered by WFUH and a valid, complete, and duly executed IRS Form W-8BEN-E delivered by GWL (including all applicable attachments).

(c) At or prior to the Closing, Buyers shall deliver the following to Sellers:

(i) the Closing Payment by wire transfer of immediately available funds to such account or accounts as are designated in writing by Sellers to Buyers no later than two (2) Business Days prior to the Closing Date;

(ii) as an advance (by way of loan) to the applicable Company, the amount of the Employee Closing Payment Amount attributable to the applicable Company, which advance shall be satisfied by wire transfer of immediately available funds to such accounts set forth in Section 1.1(b) of the Disclosure Schedule;

(iii) the Supply Agreement, duly executed by a Buyer, if applicable; and

(iv) a certificate, dated the Closing Date, duly executed by an officer of each Buyer certifying with respect to such Buyer that the conditions set forth in Section 8.3(a) and Section 8.3(b) with respect to such Buyer have been satisfied.

(d) At the Closing, Buyers shall advance (by way of a loan) to the applicable Company the amount of any Transaction Expenses attributable to such Company, which advance shall be satisfied by payment by Buyers in full, on behalf of the Sellers, to each Person to whom Transaction Expenses are required to be paid as reflected in the Estimated Transaction Expenses included in the Pre-Closing Statement, in accordance with the wire instructions set forth in the invoices in respect of such Transaction Expenses delivered to Buyers at least four (4) days prior to the Closing.

2.8 Calculation of Purchase Price and Closing Payment. The base cash consideration payable by Buyers to Sellers for the Transferred Equity Interests is Three Hundred and Seventy Million Dollars ($370,000,000) (the "Base Purchase Price"). At the Closing, Buyers shall pay by wire transfer of immediately available funds to the account or accounts designated in the Pre-Closing Statement an aggregate amount, as calculated in the Pre-Closing Statement, equal to (the "Closing Payment"): (i) the Base Purchase Price; plus (ii) Estimated Cash; plus (iii) the Estimated Working Capital Adjustment; minus (iv) Estimated Indebtedness; minus (v) the Employee Closing Payment Amount; (vi) minus Estimated Transaction Expenses. The Closing Payment, as adjusted after the Closing pursuant to Section 2.9, is referred to herein as the "Purchase Price."

2.9 Purchase Price Adjustment.

(a) At least four (4) Business Days, but not more than seven (7) Business Days, prior to the Closing Date, Sellers shall deliver to Buyers a statement prepared in good faith in accordance with the Accounting Principles (the "Pre-Closing Statement"), executed by Sellers, setting forth their good faith estimates of (i) Cash as of the Determination Time (the "Estimated Cash"), (ii) the Working Capital Adjustment (which may be positive or negative) (the "Estimated Working Capital Adjustment"), (iii) Indebtedness as of immediately prior to the Closing (the "Estimated Indebtedness"), (iv) the Closing Payment calculated in accordance with Section 2.8, (v) Transaction Expenses (the "Estimated Transaction Expenses") and (vi) the allocation of the Closing Payment in accordance with the principles set out in Section 2.10(b), together with a reasonably detailed summary of the calculations made to arrive at the amounts (including estimates) set forth in the Pre-Closing Statement and all reasonable supporting detail and information. Buyers may review the Pre-Closing Statement and Sellers shall provide to Buyers access during normal business hours and upon reasonable written notice to the personnel and Representatives of Sellers or the Companies responsible for its preparation, and Sellers shall, and shall cause the Companies to, reasonably cooperate with Buyers in good faith to respond to any questions of Buyers regarding the Pre-Closing Statement received by Sellers no less than two (2) Business Days prior to the Closing Date; provided, that such discussions shall not unreasonably disrupt the normal course of business of Sellers, the Companies or their respective Affiliates. If Buyers and Sellers mutually agree to any modifications to any items set forth in the Pre-Closing Statement prior to the Closing, the Pre-Closing Statement shall be revised to reflect such modifications, and the document so modified shall constitute the Pre-Closing Statement. Buyers' opportunity to review shall in no event delay the Closing or the Closing Date and if Buyers and Sellers disagree on any items set forth in the Pre-Closing Statement at the end of such review period, without any prejudice to Buyers' rights under other clauses in this Section 2.9, the Sellers' positions shall be reflected in the Pre-Closing Statement. Additionally, prior to the Closing, Sellers shall cooperate in good faith with Buyers to coordinate an accounting of the Transferred Business'

inventory on the Closing Date at which both representatives of the Buyers and Sellers are present, and Buyers and Sellers shall equally split any third party costs and expenses in connection with such accounting.

(b) Subsequent to the Closing and subject to Section 2.9(c) and Section 2.9(g), the Closing Payment shall be:

(i) increased by the amount (if any) by which Final Cash exceeds Estimated Cash, or decreased by the amount (if any) by which Estimated Cash exceeds the Final Cash;

(ii) increased by an amount (if any) by which the Final Working Capital Adjustment exceeds the Estimated Working Capital Adjustment, or decreased by the amount (if any) by which the Estimated Working Capital Adjustment exceeds the Final Working Capital Adjustment;

(iii) increased by the amount (if any) by which Estimated Indebtedness exceeds the Final Indebtedness, or decreased by the amount (if any) by which Final Indebtedness exceeds Estimated Indebtedness; and

(iv) increased by the amount (if any) by which Estimated Transaction Expenses exceeds the Final Transaction Expenses, or decreased by the amount (if any) by which Final Transaction Expenses exceeds Estimated Transaction Expenses.

(c) As soon as reasonably practicable, but not later than ninety (90) days after the Closing Date, Buyers shall (i) prepare and deliver to Sellers (A) a statement of the calculation of Estimated Cash, Estimated Working Capital Adjustment, Estimated Indebtedness, Estimated Transaction Expenses and, based thereupon, the Purchase Price and (B) the allocation of the Purchase Price in accordance with the principles set out in Section 2.10(b) (the "Post-Closing Statement"), and (ii) deliver the Post-Closing Statement to Sellers, together with a reasonably detailed summary of the calculations made to arrive at the amounts (including estimates) set forth in the Post-Closing Statement and all reasonable supporting detail and information. The Post-Closing Statement shall be prepared in good faith in accordance with the Accounting Principles. If, for any reason, Buyers fail to deliver the Post-Closing Statement to Sellers within the period contemplated by the first sentence of this Section 2.9(c) (unless Buyers and Sellers have agreed to an extension), then the Pre-Closing Statement delivered by Sellers to Buyers pursuant to Section 2.9(a) shall be deemed to be the Final Post-Closing Statement.

(d) In connection with the review of the Post-Closing Statement by Sellers, Buyers shall provide Sellers and their respective Representatives with prompt and reasonable access to the books and records, personnel, facilities and Representatives of the Companies and Buyers (with respect to the Transferred Canadian Business) to the extent used or relied on in the preparation of the Post-Closing Statement in a manner that does not unreasonably disrupt the personnel and operations of Buyers and the Companies. Furthermore, Sellers shall have the right to review the work papers of Buyers underlying or utilized in preparing the Post-Closing Statement and the calculation of the Purchase Price to the extent reasonably necessary and to the extent such review does not unreasonably disrupt the operations of Buyers or the Companies, as the case may be; provided, however, that the independent accountants of Buyers, if any, shall not be obligated to

make any such work papers available to Sellers unless and until Sellers have signed a customary confidentiality and hold harmless agreement relating to such access to such work papers in form and substance reasonably acceptable to such independent accountants.

(e) Within thirty (30) days after their receipt of the Post-Closing Statement, Sellers shall inform Buyers in writing either (i) that the Post-Closing Statement is acceptable or (ii) of any good faith objection to the Post-Closing Statement, setting forth in reasonable detail the basis for such objection and the specific adjustment to amounts, determinations and calculations set forth on the Post-Closing Statement that Sellers believe should be made (an "Objection Notice"). If an Objection Notice is timely delivered within such thirty (30) day period, Buyers and Sellers shall negotiate in good faith to resolve each dispute raised therein (each, a "Disputed Item"). If Buyers and Sellers, notwithstanding such good faith efforts, fail to resolve any Disputed Item within thirty (30) days after Sellers timely deliver an Objection Notice, then Buyers and Sellers shall jointly engage the Accounting Firm to resolve only any remaining Disputed Items as soon as practicable thereafter (but in any event, within thirty (30) days after engagement of the Accounting Firm or such longer period as the Accounting Firm may reasonably require), which resolution must be in writing and set forth in reasonable detail the basis therefor. The amounts, determinations and calculations (or any component thereof) contained in the Post-Closing Statement shall become final, conclusive and binding on the Parties at the following times: (1) in the event that Sellers have informed Buyers in writing that the Post-Closing Statement is acceptable pursuant to Section 2.9(e)(i), the date on which Sellers so inform Buyers (in which case such amounts, determinations and calculations (or any component thereof) shall be as set forth in the Post-Closing Statement delivered pursuant to Section 2.9(c)); (2) in the event that Sellers do not deliver an Objection Notice to Buyers pursuant to Section 2.9(e)(ii) within thirty (30) days after receipt of the Post-Closing Statement, on the next Business Day following the expiration of such period (in which case such amounts, determinations and calculations (or any component thereof) shall be as set forth in the Post-Closing Statement delivered pursuant to Section 2.9(c)); (3) in the event that Sellers have delivered an Objection Notice to Buyers pursuant to Section 2.9(e)(ii), the date of an agreement in writing by Buyers and Sellers that such amounts, determinations and calculations (or any component thereof) that are the subject of such Objection Notice, together with any modifications thereto agreed to by Buyers and Sellers, are final, conclusive and binding (in which case such amounts, determinations and calculations (or any component thereof) shall be as agreed upon by Buyers and Sellers); and (4) in the event that Buyers and Sellers engage the Accounting Firm to resolve any remaining Disputed Items pursuant to this Section 2.9(e), the date on which the Accounting Firm issues its written resolution of such Disputed Items (in which case such amounts, determinations and calculations (or any component thereof) shall be as resolved by the Accounting Firm pursuant to this Section 2.9(e) with respect to all Disputed Items submitted to the Accounting Firm, and shall otherwise be as set forth in the Post-Closing Statement delivered pursuant to Section 2.9(c), together with any modifications thereto agreed to by Buyers and Sellers). At such time determined in accordance with this Section 2.9(e), the Post-Closing Statement as so agreed (or deemed agreed) or determined shall be the "Final Post-Closing Statement" for purposes of this Agreement, and shall have the effect of an arbitral award that is final, conclusive and binding on the Parties and shall be used for the adjustment of the Purchase Price, if any, pursuant to Section 2.9(h). The statements of Estimated Cash, Estimated Working Capital Adjustment, Estimated Indebtedness and Estimated Transaction Expenses set forth in the Final Post-Closing Statement shall be the "Final Cash," "Final Working Capital Adjustment",

"Final Indebtedness," and "Final Transaction Expenses" respectively, for purposes of this Agreement.

(f) In resolving any Disputed Item, the Accounting Firm (i) shall act as an expert and not as an arbitrator; (ii) shall be bound by the provisions of this Section 2.9 and the relevant definitions; (iii) shall not assign a value to any Disputed Item greater than the greatest value claimed for such Disputed Item or less than the smallest value for such Disputed Item claimed by either Buyers in the Post-Closing Statement or Sellers in the Objection Notice; (iv) shall limit its determination to each unresolved Disputed Item; and (v) shall make its determination based solely on presentations by Buyers and Sellers which are in accordance with the guidelines and procedures set forth in this Agreement, including the Agreed Accounting Principles (i.e., not on the basis of independent review).

(g) For purposes of complying with this Section 2.9, Buyers and Sellers shall furnish to each other and to the Accounting Firm such work papers and other documents and information relating to the Disputed Items as the Accounting Firm may require and that are available to the Party (or its independent public accountants) from whom such documents or information are requested. The Accounting Firm shall deliver its determination of the Disputed Items to Buyers and Sellers in writing, together with a reasonable basis for its determination of each Disputed Item. In no event shall either Party engage in ex parte communications with the Accounting Firm with respect to any Disputed Item until the Accounting Firm issues its final determination in accordance with this Section 2.9(g). The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.9(g) shall be allocated between Buyers, on the one hand, and Sellers, on the other hand, in inverse proportion to their success on the unresolved Disputed Items, *i.e.*, (A) Buyers shall be responsible for that portion of the fees and expenses multiplied by a fraction, the numerator of which is the aggregate Dollar value of the Disputed Items submitted to the Accounting Firm that are resolved against Buyers (as finally determined by the Accounting Firm) and the denominator of which is the total Dollar value of the Disputed Items so submitted and (B) Sellers shall be responsible for the remaining amount of fees and expenses. In the event of any dispute regarding such allocation, the Accounting Firm shall determine the allocation of its fees and expenses as between Buyers and Sellers in accordance with such allocation methodology, such determination to be final and binding on Buyers and Sellers. Except as otherwise set forth in Section 2.9(c) and this Section 2.9(g), the fees and expenses of Sellers and their respective Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Sellers, and the fees and expenses of Buyers and their Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Buyers.

(h) If the Purchase Price allocable to each Seller (as finally determined in the Final Post-Closing Statement):

(i) exceeds the Closing Payment paid to the applicable Seller, then promptly and in any event within three (3) Business Days after the Purchase Price is finally determined in the Final Post-Closing Statement, Buyers shall pay, or cause to be paid, to the applicable Seller or as such Seller may otherwise direct an amount equal to such excess by wire transfer of immediately available funds; or

(ii) is less than the Closing Payment paid to the applicable Seller, then promptly and in any event within three (3) Business Days after the Purchase Price is finally determined in the Final Post-Closing Statement, the applicable Seller shall pay, or cause to be paid, to Buyers or as Buyers may otherwise direct an amount equal to such deficiency by wire transfer of immediately available funds.

The amounts in Section 2.9(h)(i) and Section 2.9(h)(ii) shall be exclusive of any fees and expenses owed to the Accounting Firm by any Party pursuant to Section 2.9(g).

(i) Subject to Section 10.2, this Section 2.9 shall be the sole and exclusive remedy of the Parties with respect to the determination of the Purchase Price; provided, however, that in no event shall Buyers or Sellers be entitled to any duplicative recovery as a result of the rights and remedies afforded in this Agreement or the Related Agreements.

(j) The Parties intend that any payments made as a result of this Section 2.9 shall be treated as an adjustment to the purchase price (for Tax purposes) of the Interbake Equity Interests and the Interbake Canada Shares, as applicable, with any such adjustments made in accordance with the principles of Section 2.10.

2.10 Allocation of Consideration.

(a) Section 2.10 of the Disclosure Schedule contains a schedule (the "Allocation Schedule") (i) allocating the Base Purchase Price among the Interbake Equity Interests and the Interbake Canada Shares and (ii) setting forth the agreed upon principles for allocating the adjustments to the Closing Payment and Purchase Price contemplated by Section 2.5(b).

(b) The Closing Payment and Purchase Price shall be allocated among the Interbake Equity Interests and the Interbake Canada Shares based on the allocation of the Base Purchase Price and related principles set out in the Allocation Schedule and having regard to the cash and working capital adjustments referred to in Sections 2.8(ii) to (iv) (in the case of the Closing Payment) and Section 2.9 (in the case of the Purchase Price) of each of the Companies; provided that no such adjustments will be deemed or construed to adjust the portion of the Closing Payment allocated to the Owned Real Property and movable property as of the Closing Date (it being agreed that the portion of the Purchase Price allocated to the Owned Real Property will be declared to be the "value of the consideration" for the purposes of land transfer duties).

(c) Within ninety (90) days after the determination of the Final Post-Closing Statement, Buyers shall prepare and deliver to Sellers, for its review and comment, an allocation of the purchase price for U.S. federal income tax purposes with respect to the assets of the Companies consistent with the procedures in Section 2.10(a) and Section 2.10(b) (to the extent permitted for U.S. federal income tax purposes) and in accordance with applicable Law including Section 1060 of the Code and Treasury Regulations thereunder (the "Tax Allocation"). If Sellers do not object in writing to the Tax Allocation within thirty (30) days after receipt, the Tax Allocation shall be final and binding on the Parties. If Sellers object in writing to the Tax Allocation within thirty (30) days after receipt of the Tax Allocation, Buyers shall consider in good faith any comments reasonably requested by it. Promptly after any adjustment to the amount of the Purchase Price pursuant to this Agreement, the Buyers shall make revisions to the Tax Allocation in accordance

with the procedures of this clause (c). The Parties agree that any allocation of the purchase price for U.S. federal income tax purposes among the Transferred Canadian Assets pursuant to the Interbake Canada Transfer Agreement shall be made consistent with the methodologies of the Tax Allocation.

(d) The Parties agree, except upon a contrary final "determination" within the meaning of Section 1313(a) of the Code (or any similar provision of state, local or non-U.S. Law) by a Tax authority, not to take any position inconsistent with the Allocation Schedule or the Tax Allocation (as may be amended in accordance with the terms of this Agreement), and the allocations described in Section 2.10(b) hereof, for Tax reporting purposes.

2.11 Withholding. Notwithstanding any other provision of this Agreement to the contrary, Buyers, their Affiliates, Sellers, the Companies and any other applicable withholding agent shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as Buyers, their Affiliates, Sellers, the Companies and such other withholding agent is required to deduct and withhold with respect to any such payments under the Code or any provision of state, local, provincial or non-U.S. Law. If such Person determines that it is required to make such deductions or withholdings (other than any such deductions or withholdings with respect to compensatory payments for Tax purposes), it shall use commercially reasonable efforts (i) to provide the recipient of such payment notice reasonable advance notice of its determination prior to the date of such payment, and (ii) to cooperate with such recipient, as and to the extent reasonably requested by such recipient, to minimize or eliminate any potential deductions or withholdings that such Person may believe it is required to make pursuant to this Section 2.11. To the extent that amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made; provided such amounts are remitted to the appropriate Governmental Authority in accordance with applicable Law.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO SELLERS

Sellers hereby represent and warrant to Buyers that, except as set forth in the Disclosure Schedule:

3.1 Due Organization; Ownership of Transferred Equity Interests; Ownership of Purchased Assets.

(a) Each Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation.

(b) At Closing (i) WFUH will be the legal and beneficial owner of the Interbake Equity Interests and (ii) GWL will be the legal and beneficial owner of the Interbake Canada Shares, in each case free and clear of all Liens other than restrictions on transfer under applicable securities Law. Upon the delivery by (A) WFUH of the Interbake Equity Interests and (B) GWL of the Interbake Canada Shares, in each case to Buyers in the manner contemplated in Article 2, and the payment by Buyers of the Purchase Price to Sellers, Buyers will acquire legal and beneficial title

to all of the Transferred Equity Interests, free and clear of all Liens other than restrictions on transfer under applicable securities Law.

(c) WFB and/or the Ontario Nominee as nominee, agent and bare trustee for and on behalf of WFB, as applicable, has title to and WFB is the lawful beneficial owner of, or has a valid leasehold interest in or a valid right to use, the Purchased Assets free and clear of any Liens (other than Permitted Liens). Upon the delivery by WFB of the Purchased Assets to Interbake Canada in the manner contemplated in Article 2, Interbake Canada will acquire legal and beneficial title to all of the Purchased Assets, free and clear of all Liens (other than Permitted Liens).

(d) Except for this Agreement, there are no outstanding options, warrants, restricted stock, restricted stock units, profits interests, rights (including call, put, preemptive, subscription, exchange and/or conversion rights), pledges, calls, or other Contracts obligating (i) WFUH to transfer or sell any of the Interbake Equity Interests or (ii) GWL to transfer or sell any of the Interbake Canada Shares. There are no outstanding voting trusts, proxies or other voting Contracts or agreements to which (x) WFUH is a party with respect to the voting or transfer of any of the Interbake Equity Interests or (y) GWL is a party with respect to the voting or transfer of any of the Interbake Canada Shares.

3.2 Due Authorization. Each Seller has full corporate or other entity power and authority to enter into, deliver and perform this Agreement and its Related Agreements and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by each Seller of this Agreement and its Related Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action by such Seller, as applicable. Each Seller has duly and validly executed and delivered this Agreement and has duly and validly executed and delivered (or prior to or at the Closing will duly and validly execute and deliver) its Related Agreements. This Agreement constitutes and each Seller's Related Agreements upon execution and delivery by such Seller will constitute (assuming due power and authority of, and due execution and delivery by, the other Party or Parties hereto and thereto), legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except as such enforceability may be limited by the Enforceability Exceptions.

3.3 Non-Contravention; Consents and Approvals.

(a) The execution, delivery and performance by each Seller of this Agreement and its Related Agreements and the consummation of the transactions contemplated hereby and thereby will not (i) violate any Law to which such Seller, is subject; (ii) violate or conflict with the respective Governing Documents of such Seller; (iii) result in a material breach or material violation of, or constitute (with or without due notice of lapse of time or both) a material default (or give rise to any material right of termination, cancellation or acceleration) under, or require the consent of any Person under, any of the terms, conditions or provisions of any Contract to which such Seller is party or (iv) result in the creation of any Lien upon any of the assets or properties of such Seller; provided, however, that no representation or warranty is made in the foregoing clauses (i), (iii) and (iv) with respect to matters that would not, individually or in the aggregate, have a material adverse effect on such Seller or materially impair such Seller's ability to consummate the

transactions contemplated by, and to discharge its obligations under, this Agreement and its Related Agreements.

(b) Except for compliance with the applicable requirements of the HSR Act, the execution, delivery and performance by each Seller of this Agreement and its Related Agreements and the consummation of the transactions contemplated hereby and thereby will not require any filing or registration by such Seller with, or notice by such Seller to, or authorization, qualification, consent, order or approval or other action with respect to such Seller by, any Governmental Authority; provided, however, that no representation or warranty is made with respect to filings, registrations, notices, authorizations, qualifications, consents, orders, approvals or actions that, if not made or obtained, would not, individually or in the aggregate, reasonably be expected to have a material adverse effect or materially impair the ability of such Seller or the Companies to consummate the transactions contemplated by, and to discharge their respective obligations under, this Agreement and its Related Agreements.

3.4 Brokers and Finders. No broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection with the transactions contemplated by this Agreement or any Related Agreement based on any agreement by or on behalf of either Seller for which Buyers or the Companies would be liable following Closing.

3.5 Litigation. Except as set forth in Section 3.5 of the Disclosure Schedule, neither Seller is (a) subject to any unsatisfied Governmental Order or (b) a party to any Action or, to the actual knowledge of each Seller, threatened to be a party to any Action, which in the case of either clause (a) or (b), would adversely affect or delay such Seller's performance under this Agreement or the Related Agreements or the consummation of the transactions contemplated hereby and thereby.

3.6 Residency and Taxable Canadian Property. GWL is not a non-resident of Canada for purposes of the Tax Act. As of Closing, the Interbake Equity Interests will not be "taxable Canadian property" of WFUH for purposes of section 116 of the Tax Act.

3.7 Pre-Closing Reorganization. The Pre-Closing Reorganization has been and will be completed in all material respects in accordance with Section 1.1(f) of the Disclosure Schedule; provided, however, that no representation or warranty is made by either Seller with respect to any steps of the Pre-Closing Reorganization that, if not completed, would not, directly or indirectly, have a material impact (including with respect to Tax consequences) on the intended purpose and results of the Pre-Closing Reorganization in each case for Buyers.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE TRANSFERRED BUSINESS

Sellers hereby represent and warrant to Buyers that, except as set forth in the Disclosure Schedule:

4.1 Due Organization; Capitalization.

(a) Each Company is duly organized or incorporated, validly existing and in good standing (to the extent such concept is applicable) under the Laws of the jurisdiction of its incorporation or organization. Each Company has all corporate or other entity power and authority and all authorizations, licenses, registrations and permits necessary to own, lease and operate its respective assets and properties and to carry on its business as they are now being owned, operated or conducted, except where the failure to hold such authorizations, licenses, registrations and permits would not have a Material Adverse Effect. Each Company is duly qualified, licensed or registered to do business as a foreign corporation or other business entity (to the extent such concept is applicable) and is in good standing (to the extent such concept is applicable) in all of the jurisdictions in which the ownership or lease of property or assets or the conduct or nature of such Company's business makes such qualification, authorization, license, registration or permit necessary, except where the failure to be so duly qualified, licensed or registered or in good standing (or the equivalent thereof) would not have a Material Adverse Effect.

(b) The Interbake Equity Interests constitute all of the issued and outstanding share capital or other equity securities of Interbake. The Interbake Canada Shares constitute all of the issued and outstanding share capital or other equity securities of Interbake Canada. All of the Interbake Equity Interests and the Interbake Canada Shares are duly authorized, validly issued and fully paid. None of the Interbake Equity Interests or the Interbake Canada Shares are subject to any outstanding option, call option, right of first refusal, right of first offer, preemptive rights, subscription rights or any similar right of any Person. Neither Company is a party to any voting trusts, proxies or other voting Contracts or agreements with respect to the Interbake Equity Interests or the Interbake Canada Shares. There are no outstanding options, restricted stock, equity appreciation, equity equivalents, phantom stock, profits interests, warrants, rights (including call, put, preemptive, subscription, pledges, exchange and/or conversion rights), convertible or exchangeable securities or other Contracts, agreements or commitments obligating either Company to (i) issue, transfer or sell, or cause the issuance, transfer or sale of, any equity interests of such Company or to make any payments in respect of the value of any Interbake Equity Interests, the Interbake Canada Shares or other equity interests of either Company or (ii) transfer or sell, or cause the transfer or sale of, any of the assets of the Companies, other than in the ordinary course of business consistent with past practice or pursuant to the Interbake Canada Transfer Agreement.

(c) Neither Company owns, directly or indirectly, any equity interest or voting interest in any other Person.

4.2 Due Authorization. Each Company has full corporate or other entity power and authority to perform its obligations under this Agreement and to enter into, deliver and perform its obligations under its Related Agreements, as applicable, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance, as applicable, by each Company of this Agreement and its Related Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action by such Company and no other act or proceeding on the part of such Company is necessary to authorize the execution, delivery or performance by such Company of this Agreement or any Related Agreement or the consummation of the transactions contemplated hereby or thereby. Each Company has duly and validly executed and delivered (or prior to or at the Closing will duly and validly execute and deliver) its Related Agreements. Each Company's Related Agreements upon

execution and delivery by such Company (assuming due power and authority of, and due execution and delivery by, the other Party or Parties hereto and thereto) will constitute legal, valid and binding obligations of such Company, enforceable against such Company in accordance with its terms, in each case, except as such enforceability may be limited by the Enforceability Exceptions.

4.3 Non-Contravention; Consents and Approvals.

(a) The performance by each Company of its obligations under this Agreement and its execution, delivery and performance of its Related Agreements and the consummation of the transactions contemplated hereby and thereby will not (i) violate in any material respect any Law to which such Company is subject; (ii) violate or conflict with the Governing Documents of such Company; (iii) except as set forth in Section 4.3(a) of the Disclosure Schedule, violate in any material respect or result in a material breach or default (or give rise to any right of termination, cancellation or acceleration), with or without the giving of notice, the lapse of time, or both, or require the consent of any Person under any Material Contract or Permit to which such Company is a party, or (iv) except with respect to Permitted Liens, result in the creation of any Lien upon any of the assets or properties of such Company.

(b) Except for compliance with the applicable requirements of the HSR Act, the execution, delivery and performance, as applicable, by each Company of this Agreement and its Related Agreements and the consummation of the transactions contemplated thereby will not require any filing or registration by such Company with, or notice by such Company to, or authorization, qualification, consent, order or approval or other action with respect to such Company by any Governmental Authority; provided, however, that no representation or warranty is made with respect to filings, registrations, notices, authorizations, qualifications, consents, orders, approvals or actions that, if not made or obtained, individually or in the aggregate, would not materially impair the ability of such Company to conduct its business operations in the ordinary course as conducted on the date hereof.

4.4 Financial Statements.

(a) Attached to Section 4.4(a)(i), (ii), (iii) and (iv) of the Disclosure Schedule respectively are (i) the audited combined carve-out balance sheets of the Weston Foods Business as of December 31, 2020, December 31, 2019 and December 31, 2018, (ii) the related statements of earnings and statements of cash flows of the Weston Foods Business for the fiscal years then ended (the information described in the foregoing clauses (i) and (ii), collectively, the "Annual Financial Statements"), (iii) the unaudited combined carve-out balance sheet of the Weston Foods Business as of June 19, 2021, (iv) the related statement of earnings and statement of cash flows of the Weston Foods Business for the period then ended (the financial statements described in the foregoing clauses (iii) and (iv), collectively, the "Interim Financial Statements," and, together with the Annual Financial Statements, the "Financial Statements"), (v) the unaudited net asset schedule of the Transferred Business as of June 19, 2021 (such schedule, the "Latest Net Asset Schedule") and (vi) the unaudited operating results of the Transferred Business, which operating results have been compiled based on trial balance data of the Transferred Business, for the six (6) periods ended June 19, 2021, and for the fiscal year ended December 31, 2020 (the "Ambient Interim Financial Statements" and, collectively with the Latest Net Asset Schedule, "Ambient Financial Information"). The Financial Statements fairly present, in all material respects and taken as a

whole, the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial position of the Weston Foods Business as at the respective dates of the relevant statements and the sales, earnings and results of operations of the Weston Foods Business for the periods indicated, in each case in accordance with IFRS consistently applied, subject to (x) the carve-out adjustments as described in the Financial Statements and (y) in the case of the Interim Financial Statements, normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Annual Financial Statements). The Ambient Financial Information fairly presents, in all material respects and taken as a whole, the financial position of the Transferred Business as at the respective dates of the relevant statements and the results of operations for the periods indicated of the Transferred Business as for the periods indicated in each case in accordance with IFRS, except as disclosed on Section 4.4(a)(v) of the Disclosure Schedule; provided, however, that the Ambient Financial Information does not represent the operating performance and financial position of the Transferred Business on a standalone basis and reflects the receipt by the Transferred Business of shared services provided to it by Sellers and their Affiliates and the Fresh/Frozen Excluded Business. The Latest Net Asset Schedule represents a simplified net asset schedule of the Transferred Business that includes adjustments for balances recorded within the corporate ledgers of the Weston Foods Business and does not include items such as certain tax balances and goodwill and intangible allocations.

(b) As of the date hereof, neither Company has any material liabilities, debts, claims or obligations (whether or not accrued, contingent, asserted, unasserted, absolute, matured), except in each case (i) as set forth in Section 4.4(b) of the Disclosure Schedule or specifically reflected in and adequately reserved against in the Latest Net Asset Schedule or disclosed in the notes thereto; (ii) for liabilities incurred in the ordinary course of business since the date of the Latest Net Asset Schedule (none of which is a liability resulting from breach of a Contract, breach of warranty, tort, infringement or misappropriation); (iii) for liabilities that are not individually or in the aggregate material to the Companies; (iv) for liabilities and obligations for fees and expenses incurred in connection with this Agreement and the Related Agreements and the transactions contemplated hereby and thereby; or (v) that are otherwise included in the calculation of the Employee Closing Payment Amount, Final Working Capital Adjustment, Final Indebtedness or Final Transaction Expenses.

(c) GWL maintains internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets.

(d) The Ambient Financial Information reflects all accounts receivable of the Companies as of the date of the Latest Net Asset Schedule in accordance with IFRS. All accounts receivable of the Companies that are reflected on the Latest Net Asset Schedule or on the accounting records of the Companies as of the Closing Date have arisen from bona fide transactions by the Companies in the ordinary course of business. Unless paid prior to the Closing Date, such accounts receivable are or will be as of the Closing Date collectible net of appropriate reserves shown on the Latest Net Asset Schedule or on the accounting records of the Companies as of the Closing Date (which reserves are adequate and calculated consistent with past practice).

There is no contest, claim, or right of set-off under any Contract with any obligor of any such accounts receivable relating to the amount or validity of such accounts receivable.

(e) All of the inventory reflected in the Financial Statements has been recorded in the ordinary course of business, is not adulterated or misbranded within the meaning of any Food Laws, and consists of a quantity and quality usable or salable, as applicable, in the ordinary course of business, except for unmarketable, obsolete, defective or damaged inventory that has been written off or written down to fair market value or for which adequate reserves have been established. The inventory levels of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies as applicable, have been maintained at levels sufficient for the continuation of the Transferred Business in the ordinary course consistent with past practice.

4.5 Absence of Changes. Since December 31, 2020, there has not been a Material Adverse Effect. Without limiting the generality of the foregoing, since December 31, 2020, except for the Pre-Closing Reorganization, the Transferred Business has been conducted in the ordinary course of business and no action has been taken which, if taken after the date of this Agreement and prior to the Closing, would require the consent of Buyers pursuant to Section 6.2. Since the date of the Latest Net Asset Schedule, the Transferred Business has not suffered any damage, destruction or other casualty or condemnation loss (whether or not covered by insurance) in excess of one million Dollars ($1,000,000) individually, or five million Dollars ($5,000,000) in the aggregate.

4.6 Intellectual Property; Data Security.

(a) Section 4.6(a) of the Disclosure Schedule contains a true and complete list as of the date of this Agreement of all of the Intellectual Property that is registered or subject to an application for registration by or for WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies other than any such Intellectual Property: (i) comprising the GWL Names; or (ii) owned exclusively by, or used or held for use exclusively in, the Fresh/Frozen Excluded Business that is not material to or necessary for the operation of the Transferred Business ("Registered Intellectual Property").

(b) Except as disclosed in Section 4.6(b) of the Disclosure Schedule: (i) WFB (prior to the Interbake Canada Transfer) or the Companies own the Registered Intellectual Property, such ownership being free and clear of all Liens (except for Permitted Liens), and neither WFB nor either Company has granted any exclusive licenses to a third party in respect of any of such Registered Intellectual Property; and (ii) all Registered Intellectual Property is subsisting and, to the Knowledge of the Transferred Business, the Registered Intellectual Property that is subject to a registration is valid and enforceable.

(c) To the Knowledge of the Transferred Business, since the Lookback Date (i) neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company has violated, infringed upon, or misappropriated any Intellectual Property, and (ii) there have been no pending, or threatened, claims (including cease and desist letters, invitations to take a license and indemnification claims or notices), proceedings or litigation related to Intellectual Property. To the Knowledge of the Transferred Business, no third party is

infringing, misappropriating or otherwise violating any Intellectual Property of the Transferred Business.

(d) WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and each Company, as applicable, takes and has taken commercially reasonable steps to protect and maintain the Registered Intellectual Property and the confidentiality of confidential information and trade secrets material to the Transferred Business. To the Knowledge of the Transferred Business, no proprietary confidential information and trade secrets of the Transferred Business have been provided to or shared with any third party except pursuant to written agreement protecting the confidentiality of such information. No Person (including current and former founders, employees, contractors, and consultants of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies) has any right, title, or interest, directly or indirectly, in whole or in part, in any Intellectual Property of the Transferred Business. To the Knowledge of the Transferred Business, no Person is in violation of any confidentiality or assignment agreements that protect the confidentiality of the Intellectual Property of the Transferred Business or provide for an assignment of any Person's right, title and interest to such Intellectual Property to WFB (prior to the Interbake Canada Transfer) or either Company, as applicable, or a waiver of such Person's moral and economic rights in any such Intellectual Property. Except as disclosed in Section 4.6(d) of the Disclosure Schedule, there has been no pending or, to the Knowledge of the Transferred Business, threatened claim, proceeding or litigation by any Person who has created, invented, conceived, or otherwise developed any material Intellectual Property for or on behalf of the Transferred Business relating to the ownership of such Intellectual Property by WFB (prior to the Interbake Canada Transfer) or the Companies, as applicable.

(e) WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and each Company is, and has been since the Lookback Date, in compliance in all material respects with (i) all of the following to the extent relating to the collection, receipt, use, processing, transfer, transmission, storage, maintenance, disposal or disclosure (collectively, "Processing") of any personal information (whether in electronic or any other form or medium) or otherwise relating to privacy and applicable to WFB (prior to the Interbake Canada Transfer) or the Companies or to the conduct of the Transferred Business: (A) all applicable Laws, (B) all Contracts by which WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies are bound, including Contracts between WFB (prior to the Interbake Canada Transfer) or the Companies and any Person that are applicable to the Processing of personal information, (C) Material Contracts, (D) the Payment Card Industry Data Security Standard, and (E) all policies and procedures that are applicable to WFB (prior to the Interbake Canada Transfer) or the Companies and related to the Processing of personal information by or on behalf of the Transferred Business, including all website and mobile application privacy policies and internal information security procedures (collectively, "Privacy Requirements"); and (ii) all of the following to the extent relating to the security of confidential information (whether in electronic or any other form or medium) and applicable to WFB (prior to the Interbake Canada Transfer) and the Companies or to the conduct of the Transferred Business: (A) all applicable Laws, (B) Contracts pursuant to which WFB (prior to the Interbake Canada Transfer) or a Company provides or receives confidential information used in the conduct of the Transferred Business, (C) Material Contracts and (D) all policies and

procedures that are applicable to WFB (prior to the Interbake Canada Transfer) or the Companies and related to the protection of confidential information of the Transferred Business.

(f) Since the Lookback Date, (i) neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company has experienced any security breaches or received any written notices or complaints from any Person regarding such a security breach, (ii) neither WFB (solely with respect to the Transferred Canadian Business) nor either Company has received any written notices or complaints from any Person (including any Governmental Authority) regarding unauthorized Processing of personal information or non-compliance with applicable Privacy Requirements, and (iii) WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and each Company has maintained and currently maintains systems and procedures to receive and effectively respond to privacy complaints and, to the extent required by applicable Law, individual rights requests in connection with their Processing of personal information, and, to the extent required by applicable Law, have complied with all such individual rights requests, in each case.

(g) WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and each Company is, and has been since the Lookback Date, in compliance in all material respects with CASL and any other applicable anti-spam Laws in respect of commercial electronic messages sent by, and on behalf of, WFB or either Company (collectively, "Anti-Spam Requirements"). Since the Lookback Date, (i) neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company, have received any written notices or complaints from any Person (including any Governmental Authority) regarding non-compliance with applicable Anti-Spam Requirements, and (ii) WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and each Company has maintained, and currently possesses, the records necessary to demonstrate the existence of the necessary consent enabling WFB or either Company to send commercial electronic messages to all electronic addresses to which it sends such messages, to the extent required by applicable Law.

4.7 Contracts.

(a) Section 4.7(a) of the Disclosure Schedule contains a true and complete list as of the date of this Agreement of all the Executory Contracts of the following types to which a Company or WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) is a party or by which any of its assets, business or properties are bound or subject, other than, in each case, those primarily relating to the Fresh/Frozen Excluded Business (together with the Material Real Property Leases, each Executory Contract required to be listed on Section 4.7(a) of the Disclosure Schedule, a "Material Contract"), it being understood and agreed that such Contracts may be disclosed on a "de-identified" basis:

(i) any Contract with (i) any supplier of goods or services that has resulted in or that the Companies expect to result in expenditures by WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies of more than five million Dollars ($5,000,000) in 2021, (ii) any customer that has resulted in or that the Companies expect to result in sales by WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies of more

than five million Dollars ($5,000,000) in 2021 or (iii) any distributor, sales, advertising, agency or manufacturer's representative Contract of more than five million Dollars ($5,000,000) in 2021;

(ii) any Contract containing any future capital expenditure obligations in excess of one million Dollars ($1,000,000) (solely with respect to the Transferred Business);

(iii) all Contracts not yet performed as of the date hereof providing for a merger or consolidation or acquisition of, or sale of all or a material (to the Transferred Business taken as a whole) portion of the assets of, or other extraordinary transaction in respect of, WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies with or to any other Person;

(iv) any Contract relating to the acquisition of any business (whether by merger, sale of stock, sale of assets or otherwise) under which WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or a Company has an obligation with respect to an "earn-out," contingent purchase price or similar contingent payment obligation, indemnification or any other material post-Closing obligation still in effect as of the date hereof (other than any Contract containing indemnification obligations that was entered into in the ordinary course of business consistent with past practice);

(v) any Contract that is a mortgage, indenture, guaranty, loan, credit agreement, security agreement or relating to the incurrence of indebtedness for borrowed money by the Companies or any guaranty given by the Companies relating to the incurrence of indebtedness for borrowed money, or the placing of a Lien (other than a Permitted Lien) on any of the Purchased Assets or the assets of the Companies;

(vi) any material royalty or similar Contract based on the revenues or profits of WFB or the Companies, in each case solely with respect to the Transferred Canadian Business;

(vii) any Contract in respect of the Transferred Business that grants to a third party (a) any material exclusive license or supply or distribution agreement or other exclusive rights or (b) any material "most favored nation" status, rights of first refusal, rights of first negotiation or similar rights with respect to any product, service or Intellectual Property;

(viii) any lease or agreement under which WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or a Company is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental fee payable by WFB or such Company exceeds fifty thousand Dollars ($50,000);

(ix) any shareholder, teaming, partnership or joint venture agreement (other than teaming agreements entered into in the ordinary course of business consistent with past practice) or other similar Contract that involves co-investment between WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or a Company on the one hand, and any third-party, on the other hand;

(x) any Collective Agreement, excluding any Collective Agreement relating exclusively to the Fresh/Frozen Excluded Business;

(xi) any Contract that expressly limits, in any material respect, the freedom of WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies to compete with any Person or in any geographical area, excluding reasonable limitations on use in connection with confidentiality, research, consulting, or other agreements entered into in the ordinary course of business consistent with past practice;

(xii) all currency, exchange, interest rate, commodities or other hedging arrangement primarily used by or relating to the Transferred Business (the "Hedging Instruments"); and

(xiii) any material Contract pursuant to which WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or a Company grants or receives any rights under any Intellectual Property or with regard to proprietary confidential information, such as product recipes and specifications, excluding (A) licenses of commercially available off-the-shelf software and (B) non-exclusive licenses granted to customers in the ordinary course of business consistent with past practice.

(b) Each Material Contract (assuming due power and authority of, and due execution and delivery by, the other party or parties thereto) to which WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or a Company is a party is a valid and binding obligation of WFB or its Affiliates or such Company and is in full force and effect, enforceable in accordance with its terms against WFB or its Affiliates or such Company, and, to the Knowledge of the Transferred Business, the other parties thereto, except, in each case, as enforceability may be limited by the Enforceability Exceptions. Neither WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer), the Companies nor, to the Knowledge of the Transferred Business, any other party to each such Material Contract is in violation or breach of, or in default under, nor has there occurred an event or condition that with the passage of time or giving of notice (or both) would constitute a default under any Material Contract, except as would not be material, individually or in the aggregate, to the Transferred Business as a whole. The Companies have made available to Buyers true, correct and complete copies of the Material Contracts (including any amendments, modifications and supplements thereto). Since the Lookback Date, neither the Companies nor WFB nor its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) has waived any material rights under any of the Material Contracts. The Hedging Instruments comprise all of the Contracts of Sellers and its Affiliates with respect to currency, exchange, interest rate, commodities or other hedging arrangement used by or that relate to the Transferred Business as of the date hereof.

4.8 Insurance. Section 4.8 of the Disclosure Schedule sets forth a true and complete list as of the date of this Agreement of all material insurance policies (and with respect to each such policy, the line of cover, carrier, policy period and deductibles) with respect to the Purchased Assets, the properties or assets of Interbake or the Transferred Business (each, an "Insurance Policy"). Sellers have made available to Buyers true, correct and complete certificates of insurance

evidencing the Insurance Policies. There are currently no material claims pending against WFB or its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies which are covered under any Insurance Policy currently in effect and covering the property or assets of the Companies or the Transferred Business. All of such Insurance Policies are in full force and effect and all premiums due and payable thereon covering all periods up to and including the Closing Date have been paid in full in accordance with their terms and any policy limits have not been exhausted. Since the Lookback Date, no written notice denying, disputing or reviewing rights with respect to any claim (or coverage with respect thereto) or written notice of cancellation, termination, material amendment, material premium increase or non-renewal has been received with respect to any such Insurance Policy by WFB, the Companies or, to the Knowledge of the Transferred Business, any of their respective Affiliates. None of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer), the Companies or, to the Knowledge of the Transferred Business, any of their respective Affiliates is in default with respect to its obligations under any of the Insurance Policies, except as would not be material, individually or in the aggregate, to the Transferred Business as a whole.

4.9 Employee Benefit Plans.

(a) Section 4.9(a) of the Disclosure Schedule sets forth a complete list of each (i) "employee benefit plan" (as defined in section 3(3) of ERISA, whether or not subject to ERISA), other than a multiemployer plan as defined in section 3(37) of ERISA, and (ii) retirement or deferred compensation, registered or non-registered pension, retirement or savings, incentive compensation, commission, equity or equity-based, retention, unemployment compensation, supplemental unemployment benefit, vacation pay, change in control, transaction incentive, termination of employment, severance pay, bonus, medical, disability, insurance or hospitalization program, dental, extended health, flexible benefit, cafeteria plan, dependent care or any fringe benefit and other similar agreement, plan, policy, program or arrangements for any current or former employee, officer, director, manager, independent contractor, consultant or agent, or any spouse or dependent of such individual, whether pursuant to contract, arrangement, custom or informal understanding which is not captured by clause (i) hereof, in each case whether or not reduced to writing and whether funded or unfunded, registered or unregistered, in each case that is sponsored, maintained, contributed to, or required to be contributed to by WFB (unless not with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer), Weston Foods US (unless not with respect to the Transferred Business) or the Companies or under or with respect to which WFB or any Affiliate (in each case, with respect to the Transferred Canadian Business), Weston Foods US (with respect to the Transferred Business), the Companies or any of their respective ERISA Affiliates has any liability, contingent or otherwise (each, a "Benefit Plan").

(b) With respect to each material Benefit Plan, complete and correct copies of the following materials have been made available to Buyers, as applicable: (i) the plan document and any amendments thereto (or if the Benefit Plan is unwritten, a written description of all material terms thereof); (ii) any related trust agreement, insurance contract or other funding vehicle; (iii) the current summary plan description and each summary of material modifications thereto, including in respect of the Designated Canadian Employees, the templates of the communication

materials that were distributed prior to July 18, 2021 to the Designated Canadian Employees in relation to their participation in any pension plan of any of the Sellers prior such date; (iv) the annual report most recently filed with any Governmental Authority (e.g., Form 5500 and all schedules thereto), and in respect of the Canadian Designated Employees, the application forms filed with the Ontario pension regulator and the Canada Revenue Agency, including all supporting documents, for registration of the WF Bakery Inc. Defined Contribution Plan and of the WF Bakery Inc. Executive Defined Contribution Plan; (v) the nondiscrimination testing reports (or safe harbor notice) for each of the last three (3) years; (vi) the most recent determination, advisory or opinion letter received from the Internal Revenue Service or similar Governmental Authority; and (vii) all material, non-routine notices, letters, filings, and correspondence with any Governmental Authority related to such plan since the Lookback Date.

(c) Each Benefit Plan has been established, registered, maintained, communicated, operated, administered and, to the extent required, funded and invested in all material respects in accordance with Law and the requirements of such Benefit Plan's governing documents. There are no material actions, investigation, examination, suits or claims (other than routine benefit claims but including claims for Taxes) pending or, to the Company's Knowledge, threatened with respect to any Benefit Plan and there have been no non-exempt "prohibited transactions" (within the meaning of section 406 of ERISA or 4975 of the Code) with respect to any of the Benefit Plans that have not been fully corrected and there exists no state of facts which could reasonably be expected to give rise to any such actions, investigation, examination, suits or claims. Neither WFB or any Affiliate (in each case, with respect to the Transferred Canadian Business), the Companies, Weston Foods US or any of their respective ERISA Affiliates (in each case with respect to the Transferred Business) has breached any fiduciary obligation with respect to the administration or investment of any Benefit Plan. Each Benefit Plan intended to be "qualified" under Section 401(a) of the Code is the subject of a favorable unrevoked determination, opinion or notification letter issued by the IRS as to its qualified status under the Code, and, to the Company's Knowledge, no circumstances have occurred that would reasonably be expected to adversely affect such tax qualified status of any such Benefit Plan.

(d) Except as disclosed in Section 4.9(d)(i) of the Disclosure Schedule, none of the Benefit Plans are, and none of WFB or WFB's Affiliates (in each case, with respect to the Transferred Canadian Business), the Companies or any of their respective ERISA Affiliates, sponsors, maintains, contributes to, is required to contribute to, or has any liability with respect to, or has ever sponsored, maintained, contributed to, was required to contribute, or had any liability with respect to: (i) any plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code or any similar Law; (ii) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA; or (iii) a "multiple employer plan" under Section 210(a) of ERISA or Section 413(c) of the Code. The sole obligations of a participating employer in the Dental Plan is to execute a participation agreement for the payment of the fees thereunder and to pay such fees as required by the applicable Collective Agreement to the trustees of the plan and a participating employer has no liability for, nor obligation to fund, any deficit of the Dental Plan. Except as disclosed in Section 4.9(d)(iv) of the Disclosure Schedule, no Benefit Plan provides post-termination medical, welfare, or life insurance benefits to any Person, other than as required by Section 4980B of the Code or other applicable Law at such Person's sole expense; provided, however, that in the case of any Canada Employee or US Employee who is on long-term disability

as of the Closing Date, such Canada Employee or US Employee will continue to be eligible to receive long-term disability benefits coverage following the Closing Date under the current Benefit Plan, as applicable, in accordance with the terms and conditions thereof notwithstanding such individual's termination of employment with the sponsor of the applicable plan.

(e) Except as disclosed in Section 4.9(e) of the Disclosure Schedule, neither consummation of the transactions contemplated by this Agreement nor the execution of this Agreement (whether separately or together with any other action) will accelerate the time of vesting or the time of payment, or increase the amount, of compensation due to any Designated Canadian Employee or current or former director, officer, manager, employee, or individual independent contractor of Interbake under any Benefit Plan or result in an obligation to fund (through a trust or otherwise), or the acceleration of the time to fund any compensation or benefits under any Benefit Plan or accelerate any other material obligation pursuant to any Benefit Plan. None of the payments contemplated by the Benefit Plans could, in the aggregate, constitute excess parachute payments (as defined in section 280G of the Code (without regard to subsection (b)(4) thereof)).

(f) Section 4.9(f) of the Disclosure Schedule lists each employee pension benefit plan which is a multiemployer plan (under section 3(37) of ERISA or section 147.1(1) of the Tax Act) with respect to which Interbake or any of its ERISA Affiliates may have any liability or contingent liability. With respect to such plans:

(i) all contributions required to be made by Interbake or any of its ERISA Affiliates have been made as required by the terms of the plans, the terms of any Collective Agreement and applicable Law; and

(ii) except as disclosed in Section 4.9(f)(ii) of the Disclosure Schedule, Interbake or any of its ERISA Affiliates have not received any notice that any such plan (A) is in reorganization, (B) is in critical status, (C) may require increased contributions to avoid a reduction in plan benefits or the imposition of any excise tax, (D) is or has been funded at a rate less than required under section 412 of the Code, or (E) is or may become insolvent.

(g) Each Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" under Section 409A of the Code complies in all material respects and has complied in all material respects (both in form and in operation) with the requirements of Section 409A of the Code. Neither Company nor Weston Foods US has any obligation to gross-up, indemnify or reimburse any individual for any additional Taxes or interest imposed on such individual pursuant to Sections 409A or 4999 of the Code.

4.10 Employees.

(a) Except as set forth in Section 4.10(a)(i) of the Disclosure Schedule, (i) there is no Collective Agreement, and no Collective Agreement is being negotiated by WFB (solely with respect to the Designated Canadian Employees), Weston Foods US (solely with respect to the Additional US Ambient Employees) or the Companies, (ii) no US Employees or Designated Canadian Employees are represented by a Union, and (iii) there is not presently existing, and since the Lookback Date there has not been, and, to the Knowledge of the Transferred Business, there

is not threatened, any (A) strike, work slowdown, lockout, picketing, work stoppage, demand or petition for recognition, or other labor disruption or activity by any group of US Employees or Designated Canadian Employees or with respect to the Transferred Business, (B) proceeding against WFB (solely with respect to the Designated Canadian Employees or Transferred Business), Weston Foods US (solely with respect to the Additional US Ambient Employees or Transferred Business) or the Companies alleging a violation of any Laws pertaining to labor relations, including any charge or complaint filed by a US Employee or a Designated Canadian Employee, as applicable, or any person who would have been such if their employment had not terminated, or Union with any Governmental Authority, or (C) attempt to organize, certify or establish any other Union with respect to any group of US Employees or Designated Canadian Employees or the Transferred Business.

(b) Except as set forth in Section 4.10(b) of the Disclosure Schedule, each of WFB (solely with respect to the Transferred Canadian Business), Weston Foods US (solely with respect to the Transferred Business) and the Companies is, and since the Lookback Date has been, in material compliance with all Laws respecting employment and employment practices, including terms and conditions of employment, wages, hours of work, pay equity, French language laws, withholdings and deductions, classification of employees and independent contractors, non-discrimination, non-harassment and non-retaliation in employment, overtime, human rights, workers' compensation, plant closings and mass layoffs and occupational health and safety (including any guidance published by any Governmental Authority related to the COVID-19 pandemic), and, to the Knowledge of the Transferred Business, there are no outstanding Actions, Governmental Orders or complaints under any such Laws and there is no basis for any of the foregoing.

(c) Section 4.10(c) of the Disclosure Schedule contains a correct and complete list as of the date hereof of each US Employee and Designated Canadian Employee whose annual base salary rate or wage rate exceeds one hundred and fifty thousand Dollars ($150,000) (the "Listed Employees"), whether actively at work or not, showing each Listed Employee's annual base salary or wage rate, position, status (full-time or part-time), location of employment, date of hire and whether the employee is subject to a written employment Contract with WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer), Weston Foods US (solely with respect to the Additional US Ambient Employees) or the Companies.

(d) Section 4.10(d) of the Disclosure Schedule contains a correct and complete list as of the date hereof of each consultant and independent contractor engaged by WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies whose annual base fee exceeds one hundred and fifty thousand Dollars ($150,000), and their applicable annual base fees, position or title, commissions, date of engagement with WFB or the applicable Company, location of services, and whether they are subject to a written Contract with WFB or the applicable Company.

(e) Except as disclosed in Section 4.10(e) of the Disclosure Schedule, no Listed Employee has any agreement as to length of notice or severance payment required to terminate his or her employment, other than such as results by Law from the employment of an employee without an agreement as to notice or severance.

(f) Since the Lookback Date, neither WFB (solely in respect of the Transferred Canadian Business prior to the Interbake Canada Transfer) nor the Companies have received any notice from any Governmental Authority disputing the classification of its independent contractors.

(g) Except as disclosed on Section 4.10(g) of the Disclosure Schedule, no Designated Canadian Employee is employed pursuant to a work permit issued by Canada Immigration and Section 4.10(g) of the Disclosure Schedule discloses in respect of each Designated Canadian Employee who is employed pursuant to a work permit the expiry date of such work permit and whether Sellers have made any attempts to renew such work permit.

(h) Neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor the Companies have since the Lookback Date, or are currently, engaged in any material unfair labour practice and no material unfair labour practice complaint, grievance or arbitration proceeding is pending or, to the Knowledge of the Transferred Business, threatened against WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies.

(i) To the Knowledge of the Transferred Business, no trade union has applied to have WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) declared a common or related employer pursuant to the *Labour Relations Act* (Ontario) or any similar legislation in any jurisdiction in which the Transferred Canadian Business is conducted.

(j) Sellers have provided to Buyers all material orders and inspection reports under applicable occupational health and safety legislation ("OHSA") relating to the Transferred Canadian Business since the Lookback Date. To the Knowledge of the Transferred Business, there are no material charges pending under OHSA in respect of the Transferred Canadian Business. Each of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies have complied in all material respects with any orders issued under OHSA in respect of the Transferred Canadian Business and there are no material appeals of any orders under OHSA currently outstanding.

(k) Except as disclosed in Section 4.10(k) of the Disclosure Schedule, there are no material outstanding assessments, penalties, premiums, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance legislation in respect of the Transferred Canadian Business and it has not been reassessed in any material respect under such legislation since the Lookback Date and, to the Knowledge of the Transferred Business, no audit of the Transferred Canadian Business is currently being performed pursuant to any applicable workplace safety and insurance legislation. To the Knowledge of the Transferred Business, there are no claims or potential claims which may materially adversely affect the accident cost experience in respect of the Transferred Canadian Business.

(l) No Listed Employee (i) has given notice of termination of employment or otherwise disclosed plans to terminate employment with WFB, Weston Foods US or the applicable Company within the twelve (12) month period following the date hereof, (ii) is employed under a non-immigrant work visa or other work authorization that is limited in duration, or (iii) has been the

subject of any sexual harassment, sexual assault, sexual discrimination or other misconduct allegations in relation to his or her employment with WFB, Weston Foods US or the applicable Company during his or her tenure at WFB, Weston Foods US or the applicable Company. Except as disclosed in Section 4.10(l) of the Disclosure Schedule, there is not, and since the Lookback Date there has not been, any material Action pending (or to the Knowledge of the Transferred Business, threatened) by or before any Governmental Authority against or affecting WFB (solely with respect to the Transferred Canadian Business), Weston Foods US (solely with respect to the Transferred Business) or Interbake concerning employment-related matters or brought by or on behalf of any current or former prospective employee, employee or independent contractor of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer), Weston Foods US (solely with respect to the Transferred Business) or Interbake.

(m) Sellers have provided to Buyers copies of all employment agreements, independent contractor agreements, and other written employment and/or consulting agreements with non-unionized US Employees, non-unionized Designated Canadian Employees and consultants, in each case, whose Contracts provide for annual salary or base fee in excess of one hundred and fifty thousand Dollars ($150,000). With respect to each such agreement, neither WFB, Weston Foods US or the Companies, as applicable, nor to the Knowledge of the Transferred Business, any other party thereto, is in breach, violation or default in any material respect of its obligations under any such agreement and no Person has given written notice to WFB, Weston Foods US or the applicable Company of any such breach, violation or default or any notice of any intent to terminate, not to renew or to challenge the validity or enforceability of any such agreement.

(n) As of the date hereof, there are no Former Employees.

4.11 Taxes. Except as set forth in Section 4.11 of the Disclosure Schedule:

(a) with respect to the transfer of the Transferred Equity Interests:

(i) all income and other material Tax Returns required to be filed by or with respect to the Companies have been duly and timely filed with the appropriate Governmental Authority (giving effect to any valid extensions) and in the manner prescribed by applicable Law and all such Tax Returns are correct and complete in all respects and reflect accurately all liability for Taxes of the Companies for the periods covered thereby;

(ii) each Company has timely paid in full all Taxes, including installments, that have become due and payable by it within the time required by applicable Law, including all assessments and reassessments received in respect of Taxes. Each Company has also made full and adequate provision in its accounting books and records for all Taxes which are not yet due and payable but which relate to periods ending on or before the Closing Date;

(iii) neither Company has received any refund of Taxes, Tax credit, deduction or subsidy under the Tax Act or similar provincial provisions applying to such Company (including under any COVID Program) to which it was not entitled;

(iv) each Company has timely collected and withheld all amounts required by applicable Law to be collected or withheld by it on account of Taxes (including, for the avoidance

of doubt, in respect of payroll Taxes and sales, use, value added and similar Taxes) and has either paid and remitted all such amounts to the appropriate Governmental Authority within the time prescribed by applicable Laws or has established adequate reserves for any such amounts which are not required to have been remitted prior to the Closing Date and has complied with associated reporting and recordkeeping requirements in all material respects;

(v) if required by applicable Law, each Company is a registrant for purposes of any Taxes imposed under Part IX of the Excise Tax Act (Canada), and its registration number is as set out in Section 4.11(a)(v) of the Disclosure Schedule;

(vi) neither Company has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment, reassessment or deficiency, or the filing of any Tax Return or payment of Taxes, which waiver or extension is currently in effect;

(vii) there are no proceedings, claims, suits, demands, investigations, audits or actions now pending or threatened against either Company with respect to Taxes or Tax Returns, and to the knowledge of the Sellers, there is no reason to expect any such proceeding, claim, suit, demand, investigation, audit or action may be asserted against any either Company by a Governmental Authority. Neither Company is negotiating any final or draft assessment or reassessment in respect of Taxes or Tax Returns with any Governmental Authority, nor has either Company received any indication from any Governmental Authority that an assessment or reassessment is proposed or may be proposed in respect of any Taxes or Tax Returns for any Pre-Closing Period. There are no facts of which either Company or the Sellers are aware which would constitute grounds for the assessment or reassessment of Taxes or Tax Returns payable by either Company for any Pre-Closing Period, except in respect of Taxes or Tax Returns which have been properly and adequately accrued and accounted for in the Purchase Price;

(viii) there are no Liens on any of the assets (including the Purchased Assets) of the Companies that arose in connection with any failure (or alleged failure) to pay any Tax other than Permitted Liens described in clause (a) of the definition thereof;

(ix) the Companies are not currently the beneficiary of any extension of time within which to file any Tax Return other than an automatic extension of time filed in the ordinary course of business;

(x) neither Company is currently a party to, or bound by, and has no obligation under, any Tax allocation or sharing agreement or similar contract or arrangement or any agreement that obligates it to make any payment computed by reference to the Taxes, taxable income or taxable losses of any other Person, and has not entered into any agreement with, or provided any undertaking to, any Person pursuant to which it has assumed liability for the payment of Taxes owing by such Person. Interbake has never been a member of an "affiliated group" within the meaning of Code section 1504(a) filing a consolidated federal income Tax Return (other than the "affiliated group" as defined in Code section 1504(a) the common parent of which is currently Weston Foods US Companies, Inc. and previously WFUH), and Interbake does not have any liability for the Taxes of any Person under Treasury Regulations section 1.1502-6 (or any similar provision of state, local or non-U.S. Law), as a transferee or successor, by contract or otherwise,

other than any potential liability under Treasury Regulations section 1.1502-6 for the affiliated group, the common parent of which is Weston Foods U.S. Companies, Inc.;

(xi) no claim has ever been made by a Governmental Authority in a jurisdiction where a Company does not file Tax Returns that it is or may be subject to the imposition of any Tax by, or required to file Tax Returns in, that jurisdiction;

(xii) neither Company has acquired property from a Person not dealing at arm's length (for purposes of the Tax Act) with it in circumstances that would result in it becoming liable to pay Taxes of such Person under subsection 160(1) of the Tax Act or any analogous provision of any comparable Law of any province or territory of Canada;

(xiii) GWL, Interbake Canada and WFB are each "taxable Canadian corporations" under the Tax Act;

(xiv) neither Company is subject to any joint venture, partnership or other arrangement or contract that is treated as a partnership for income tax purposes in any jurisdiction;

(xv) the Interbake Canada Shares do not derive more than 75% of their fair market value from shares of foreign affiliates of Interbake Canada (determined without reference to debt obligations of any corporation resident in Canada in which Interbake Canada has a direct or indirect interest) that are held directly or indirectly by Interbake Canada (all within the meaning of paragraph 212.3(10)(f) of the Tax Act);

(xvi) all properties of Interbake Canada shall have an undepreciated capital cost, cost and cost amount (as applicable) under the Tax Act of not less than the value attributable to any such property as agreed by Sellers and Buyers in Section 2.10 of the Disclosure Schedule and the value allocated amongst such properties therein;

(xvii) neither Company has participated in any "listed transactions" within the meaning of Treasury Regulations Section 1.6011-4 or any "tax shelter" within the meaning of Code Section 6662 (or any analogous, comparable or similar provision of applicable Law);

(xviii) neither Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) "closing agreement" as described in Section 7121 of the Code (or any corresponding provision of state, local or foreign Tax law) entered into on or prior to the Closing Date, (ii) prepaid amount received or deferred revenue accrued on or prior to the Closing Date, (iii) an installment sale or open transaction arising in a Pre-Closing Period, (iv) change in method of accounting or improper method of accounting for a Pre-Closing Period, or (v) any deferred intercompany gain or intercompany transaction described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision or administrative rule of federal, state, local or foreign Law) or any excess loss account described in Treasury Regulations under Section 1502 of the Code that exists as of the Closing. Neither Company has made an election under Section 965(h) of the Code;

(xix) since December 31, 2020, the Companies have not made, changed or revoked any material Tax election (except as disclosed in Schedule 1.1(f) of the Disclosure Schedule), elected or changed any method of accounting for Tax purposes, changed any annual Tax accounting period, settled any audit, assessment, dispute, proceeding or investigation in respect of Taxes, surrendered any right to claim a Tax refund, filed any amended Tax Return, or entered into any contractual obligation in respect of Taxes with any Governmental Authority;

(xx) neither Company has been either a "distributing corporation" or a "controlled corporation" in a transaction intended to be governed by Section 355 of the Code in the two-year period ending on the date of this Agreement;

(xxi) no private letter rulings, technical advance memoranda or similar agreements or rulings have been entered into or issued by any Governmental Authority with respect to either Company that will have any effect after Closing. Neither Company has entered into any arrangements with any Governmental Authority, or received or benefited from any Tax exemption, Tax holiday or other Tax reduction agreement or order, or other special Tax regime or pays fees or other amounts to a Governmental Authority in lieu of paying property or other Taxes;

(xxii) each Company has not, and has never been deemed to have for purposes of the Tax Act, acquired or had the use of property for proceeds greater than the fair market value thereof from, or disposed of property for proceeds less than the fair market value thereof to, or received or performed services or had the use of property for other than the fair market value from or to, or paid or received interest or any other amount other than at a fair market value rate to or from, any Person with whom it does not deal at arm's length within the meaning of the Tax Act and each Company is in compliance in all material respects with all applicable transfer pricing laws and all related documentation has been timely prepared and if necessary, retained;

(xxiii) each Company has (i) to the extent applicable, properly complied with all requirements of applicable Tax Law in order to defer the amount of Taxes under any government programs (including any supplemental employment plan or wage subsidy program) that the Company has applied for with any Governmental Authority as a result of the COVID-19 pandemic or with respect to the CARES Act, (ii) not deferred any payroll tax obligations under such program (including the Presidential memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, as issued on August 8, 2020), (iii) taken out any loan, received any loan assistance or received any other financial assistance, or requested any of the foregoing, in each case under the CARES Act, including pursuant to the Paycheck Protection Program or the Economic Injury Disaster Loan Program, (iv) to the extent applicable, properly complied with all requirements of such program with respect to Tax credits, and (v) not sought a covered loan under paragraph (36) of Section 7(a) of the Small Business Act (15 U.S.C. 636(a)), as added by Section 1102 of the CARES Act. Neither Company has filed an amended Tax Return or changed any material Tax practice in response to any program referred to in this Section 4.11(a)(xxiii);

(xxiv) Interbake does not own any assets through an entity that is treated as a corporation for U.S. federal income tax purposes;

(xxv) Interbake is treated as a C corporation for U.S. federal income Tax purposes and is eligible to make an entity classification election on IRS Form 8832 to treat Interbake as an entity disregarded from its owner, effective prior to the Closing Date;

(xxvi) Interbake Canada has not filed or been party to any election under sections 83 or 85 of the Tax Act (except as disclosed in Section 1.1(f) of the Disclosure Schedule); and

(xxvii) neither Company is subject to Tax in any jurisdiction other than its place of organization by virtue of (i) having a permanent establishment or other fixed place of business or (ii) having a source of income in that jurisdiction; and

(b) with respect to the Transferred Canadian Business and prior to the Interbake Canada Transfer:

(i) all income and other material Tax Returns required to be filed by WFB with respect to the Purchased Assets have been duly and timely filed (giving effect to any valid extensions) and all such Tax Returns are correct and complete in all material respects;

(ii) WFB has timely paid in full all material Taxes owed by it (whether or not shown as due and payable on any Tax Returns);

(iii) WFB has duly and timely withheld all material Taxes required to be collected or withheld by it, and such withheld Taxes have been duly and timely paid to the proper Governmental Authority in accordance with applicable Laws;

(iv) WFB has collected from each receipt from any of its past and present customers the amount of all Taxes required to be collected in respect of such receipt and have timely paid and remitted such Taxes in full when due, in the form required under applicable Laws;

(v) if required by applicable Law, Interbake Canada and WFB have been registrants in good standing pursuant to the GST/HST Legislation and their registration numbers were:

(A) WFB: GST/HST: **[REDACTED]**; and

(B) Interbake Canada: GST/HST: **[REDACTED]**;

(vi) Interbake Canada is a "taxable Canadian corporation" under the Tax Act;

(vii) none of the Purchased Assets were a "United States real property interest" within the meaning of Code section 897(c)(1) or an interest in an entity that is classified as a partnership for U.S. federal income tax purposes and that could give rise to a withholding obligation under Code section 1446(f); and

(viii) none of the Purchased Assets were an equity interest in an entity for U.S. federal income tax purposes.

4.12 Litigation. Except as set forth in Section 4.12 of the Disclosure Schedule, since the Lookback Date, neither WFB or either Company (a) has been subject to any Governmental Order that imposes ongoing obligations upon the Transferred Business, the failure to comply with which would be reasonably expected to materially impair the ability of WFB (prior to the Interbake Canada Transfer) or such Company, as applicable, to conduct the Transferred Business in the ordinary course as conducted on the date hereof or (b) has been a party to any existing or pending Action, or to the Knowledge of the Transferred Business, has been threatened to be a party to any Action other than as would not, individually or in the aggregate, be material to the Transferred Business, taken as a whole (excluding any such Action that exclusively relates to the Fresh/Frozen Excluded Business).

4.13 Compliance; Regulatory Matters.

(a) Except as set forth in Section 4.13(a) of the Disclosure Schedule, each of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies is in compliance in all material respects with all Laws to which the Transferred Business or any of the properties or assets of the Transferred Business are subject. Since the Lookback Date, neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company has received any written notice alleging a material non-compliance with any Law.

(b) Except as set forth in Section 4.13(b) of the Disclosure Schedule, each of WFB (solely with respect to the Transferred Canadian Business, which shall transfer to Interbake Canada pursuant to the Interbake Canada Transfer Agreement) and the Companies has all material approvals, permits, registrations, authorizations, consents, accreditations, certifications and licenses of all Governmental Authorities that are necessary to permit WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies to conduct the Transferred Business in all material respects as currently conducted (each, a "Permit"). All such Permits are in full force and effect. To the Knowledge of the Transferred Business, there has been no violation, cancellation, revocation or default of any Permit, except for any violation, cancellation, revocation or default that would not, individually or in the aggregate, be reasonably expected to be material to the Transferred Business, taken as a whole.

(c) Since the Lookback Date, all products manufactured, packaged, labeled, stored, shipped, advertised, sold and distributed by or on behalf of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies have been in compliance in all material respects with all Food Laws except for those that were subject to recall, market withdrawal or other corrective action as described in Section 4.13(c) of the Disclosure Schedule. Since the Lookback Date, except as described in Section 4.13(c) of the Disclosure Schedule, no product manufactured, packaged, labeled, stored, shipped, advertised, sold and distributed by or on behalf of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies has (i) been "adulterated", "misbranded", or otherwise unsafe or unfit for human consumption under any Food Laws, or (ii) been subject to any recall, market withdrawal, seizure, public notification, field notification, food safety alert, FDA Reportable Food Registry report, or other similar action relating to an alleged lack of safety or regulatory compliance, and, to the Knowledge of the Transferred Business, there has been no reasonable basis for the same. Since the Lookback Date, neither WFB (solely with

respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor the Companies, nor to the Knowledge of the Transferred Business, any supplier, manufacturer, distributor, or other entity in the supply chain, has received any FDA Form 483, warning letter, untitled letter, notice of violation, or other notice alleging noncompliance with any Food Laws (other than with respect to normal-course facility audits conducted by Governmental Authorities where non-material deficiencies or observations of deficiencies may have been noted by the Governmental Authority).

(d) Neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company is party to any corporate integrity agreement, monitoring agreement, consent decree, settlement order, or other similar written agreement, in each case, entered into with or imposed by any Governmental Authority. Neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company, nor to the Knowledge of the Transferred Business any officer, employee, or agent, has been disqualified or disbarred by the FDA or other Governmental Authority, or engaged in any conduct that would reasonably be expected to result in such debarment.

(e) Since the Lookback Date, neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company, and to the Knowledge of the Transferred Business, none of their respective Representatives acting on behalf of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies, as applicable, has (i) violated or been alleged to have violated any provision of any applicable Laws relating to the prevention of corruption or bribery (including the U.S. Foreign Corrupt Practices Act of 1977, the Corruption of Foreign Public Officials Act (Canada), the Criminal Code (Canada) and the UK Bribery Act of 2010) (each, an "Anti-Corruption Law"); (ii) made or been alleged to have made any bribe, kickback or other unlawful payment or unlawful provision of an item of value to any Governmental Official or any other Person to obtain or retain a business advantage; (iii) used or attempted to use or been alleged to have used any corporate funds for any unlawful contribution or other unlawful expenses relating to political activity or a charitable donation; or (iv) made or been alleged to have made any unlawful offer, unlawful promise to pay, or direct or indirect unlawful payment to or for the use or benefit of any Governmental Official or any other Person. WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies have instituted, maintained and enforced policies and procedures reasonably designed to promote and ensure compliance with applicable Anti-Corruption Laws.

(f) Since the Lookback Date, neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor the Companies, and to the Knowledge of the Transferred Business, none of their respective Representatives acting on behalf of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies, as applicable (i) has been a Sanctioned Party; (ii) has violated any applicable Sanctions Laws; (iii) has engaged in any dealings or transactions (whether directly or knowingly indirectly) with or for the benefit of a Sanctioned Party; or (iv) has violated any applicable export control or trade laws, including the Export Administration Regulations administered by the United States Department of Commerce, the International Traffic in Arms

Regulations administered by the United States Department of State and the *Export and Import Permits Act* (Canada).

4.14 Environmental Matters.

(a) Except as described in Section 4.14(a) of the Disclosure Schedule:

(i) each of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies are, and since the Lookback Date have been, in compliance, in all material respects, with all Environmental Laws, including the possession of all material Permits required under applicable Environmental Laws, and are in compliance, in all material respects, with the terms and conditions thereof, and no Action is pending or to the Knowledge of the Transferred Business threatened, the effect of which would be to suspend, modify, or terminate any such Permit in a manner that would individually or in the aggregate, be reasonably expected to be material to the Transferred Business, taken as a whole;

(ii) neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company (A) is subject to any unsatisfied judgment, decree, stipulation, or injunction under Environmental Law or (B) is a party to any Action under Environmental Law before any court or quasi-judicial or administrative agency of any United States or Canadian federal, state, province, local, or foreign jurisdiction, or to the Knowledge of the Transferred Business, is threatened to be a party to any such proceeding, except to the extent that any such matter would not reasonably be expected to result in material liability, individually or in the aggregate, to the Transferred Business taken as a whole;

(iii) to the Knowledge of the Transferred Business, no portion of any property currently owned, leased or occupied by WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies is subject to Contamination;

(iv) neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor the Companies, and to the Knowledge of the Transferred Business, no other Person, has arranged for or consented to the use, storage, handling or disposal of, or has Released, any Hazardous Substances on, into, or under any of the Leased Real Property and Owned Real Property, or any other real property currently or formerly owned, leased, or operated by the Companies or in connection with the Transferred Canadian Business in a manner that would reasonably be expected to give rise to a material liability of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies under any Environmental Law or for which there is any obligation on the part of WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies to perform any Response Action under Environmental Law that would, individually or in the aggregate, be reasonably expected to be material to the Transferred Business, taken as a whole;

(v) neither WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) nor either Company is party to any indemnification agreement or other contractual obligation relating to compliance with or liability under any Environmental Law or otherwise relating to any liability for Hazardous Substances, except to the

extent that any such obligations would not, individually or in the aggregate, be reasonably expected to be material to the Transferred Business taken as a whole; and to the Knowledge of the Transferred Business, the Interbake Canada Transfer did not effect the transfer to Interbake Canada of any material liabilities under Environmental Law with respect to the former properties or facilities of the Transferred Canadian Business; and

(vi) no capital expenditures are planned or proposed to be incurred within the next two years by either WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies to achieve or ensure compliance with any Environmental Law that would, individually or in the aggregate, be reasonably expected to be material to the Transferred Business taken as a whole.

(b) Section 4.14(b) of the Disclosure Schedule sets forth a true and complete list of all material environmental Permits possessed by WFB (solely with respect to the Transferred Canadian Business, which will transfer to Interbake Canada pursuant to the Interbake Canada Transfer Agreement) and the Companies.

(c) Sellers have made available to Buyers copies of the most recent material environmental assessments, audits and reports within their possession and related to the environmental condition of the Leased Real Property and Owned Real Property, or to the compliance or liabilities of any Transferred Business under Environmental Law.

4.15 Real Property.

(a) Leased Real Property. Section 4.15(a)(i) of the Disclosure Schedule contains a true and complete list of (i) all Contracts pursuant to which the Companies or WFB (solely to the extent used or held for use primarily in the Transferred Business, which will transfer to Interbake Canada pursuant to the Interbake Canada Transfer Agreement) leases or otherwise occupies real property as tenant, lessee, sublessee or occupant (as applicable) (each, a "Real Property Lease," and the real property leased, subleased or otherwise occupied, as applicable, pursuant thereto, the "Leased Real Property") which are Material Real Property Leases, excluding all leases primarily related to the Fresh/Frozen Excluded Business which are listed on Section 4.15(a)(ii) of the Disclosure Schedule and (ii) all material real property which is leased by WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or the Companies, as lessor, to third parties, or any material Leased Real Property which is subleased by WFB or the Companies, as sublessor, to third parties, in each case, as of the date of this Agreement. True, correct and complete copies of the Material Real Property Leases (including all amendments, modifications and supplements thereto) have been made available or delivered to Buyers prior to the date of this Agreement. Each Material Real Property Lease (assuming due power and authority of, and due execution and delivery by, the other party or parties thereto) is in full force and effect and is valid, binding and enforceable in accordance with its respective terms, except as enforceability may be limited by the Enforceability Exceptions. Each of the Companies and WFB (prior to the Interbake Canada Transfer) has a valid and binding leasehold interest in the Leased Real Property held by it pursuant to a Material Real Property Lease and such leasehold interest is free and clear of all Liens other than Permitted Liens. Except as set forth on Section 4.15(a)(iii) of the Disclosure Schedule, neither WFB (prior to the Interbake Canada Transfer) nor the Companies or any other party to a Material Real Property Lease is in violation or breach of, or in default under, nor, to the Knowledge

of the Transferred Business, has there occurred an event or condition that with the passage of time or giving of notice (or both) would constitute a default under any Material Real Property Lease, except as has not been and would not reasonably be expected to be material to the Transferred Business. Since the Lookback Date, to the Knowledge of the Transferred Business, with respect to each Material Real Property Lease and the Leased Real Property thereunder, WFB (prior to the Interbake Canada Transfer) and the Companies, have been in compliance with all applicable Laws in all material respects.

(b) Owned Real Property. Section 4.15(b)(i) of the Disclosure Schedule contains a true and complete list of all real property owned by WFB (solely to the extent used or held for use primarily in the Transferred Canadian Business, which will transfer to Interbake Canada pursuant to the Interbake Canada Transfer Agreement) and the Companies, other than any such real property primarily related to the Fresh/Frozen Excluded Business and listed on Section 4.15(b)(ii) of the Disclosure Schedule (the "Owned Real Property"). Except as set forth in Section 4.15(b)(i) and Section 4.15(b)(ii) of the Disclosure Schedule, WFB (prior to the Interbake Canada Transfer) or a Company, as applicable, has good and marketable fee title to all of the Owned Real Property, free and clear of any Liens other than Permitted Liens and subject to the fact that legal title to the Owned Real Property located in Ontario is held by the Ontario Nominee as nominee, agent and bare trustee for and on behalf of WFB. Neither WFB (prior to the Interbake Canada Transfer) nor either Company has (i) entered into a material lease or otherwise granted to any Person (other than pursuant to Permitted Liens) any material right to use or occupy any material portion of the Owned Real Property or (ii) other than the rights of Buyers hereunder, granted any outstanding options, rights of first offer or rights of first refusal other than Permitted Liens to purchase WFB's and either Company's interests in the Owned Real Property or any portion thereof or interest therein. With respect to the Owned Real Property, except as set forth in Section 4.15(b)(iii) of the Disclosure Schedule, as of the date hereof, no notice of any pending eminent domain, condemnation, expropriation or similar proceeding has been received, and to the Knowledge of the Transferred Business, no portion thereof is subject to any threatened eminent domain, condemnation, expropriation or other similar proceeding by any Governmental Authority adverse to the Owned Real Property, the effect of which would reasonably be expected to have a material and adverse effect on the ability of WFB or Interbake, as applicable, to use such Owned Real Property consistent with its practices as of the date of this Agreement. There exists no litigation or, to the Knowledge of the Transferred Business, threatened litigation against WFB or either Company which purports to affect any Owned Real Property. Since the Lookback Date, the Owned Real Property and its use, operation and maintenance by WFB (prior to the Interbake Canada Transfer) or a Company, as applicable, has been in compliance in all material respects with all applicable Laws and with all Permitted Liens. To the Knowledge of the Transferred Business, there are no notices of violation, deficiency or non-compliance relating to any Owned Real Property. None of WFB (prior to the Interbake Canada Transfer), or either Company, has entered into any agreement with any Government Authority affecting any Owned Real Property which is has not been disclosed to Buyers or registered against title to such Owned Real Property.

4.16 Brokers and Finders. Except as set forth on Section 4.16 of the Disclosure Schedule, no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection with the transactions contemplated by this Agreement or any Related Agreement based on any agreement by or on behalf of the Companies or WFB (with

respect to the Transferred Canadian Business) for which Buyers or the Companies would be liable prior to or following Closing.

4.17 Assets.

(a) Except for (i) assets disposed of in the ordinary course of business since the date of the Latest Net Asset Schedule, (ii) assets used or held for use primarily in the Fresh/Frozen Excluded Business, and (iii) as set forth on Section 4.17(a) of the Disclosure Schedule, the applicable Company and/or the Ontario Nominee as nominee, agent and bare trustee for and on behalf of the applicable Company, has good and valid title to, a valid leasehold interest in, or a valid license to use all of the properties and assets (tangible or intangible, real or personal) reflected on the Latest Net Asset Schedule or acquired, leased, or licensed by WFB (prior to the Interbake Canada Transfer) or the Companies since the date of the Latest Net Asset Schedule, free and clear of any Liens (other than Permitted Liens). All tangible assets of WFB and its Affiliates (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies that are material to the operation of the Transferred Business have been maintained in accordance with normal industry practice and are, in all material respects, in good operating condition and repair (subject to normal wear and tear), as reasonably required for their use as currently conducted by WFB (prior to the Interbake Canada Transfer) or the Companies.

(b) The properties, assets and rights of the Companies (other than assets used or held for use primarily in the Fresh/Frozen Excluded Business) and the services provided pursuant to the Transition Services Agreement – Ambient and the Transition Services Agreement – Fresh/Frozen, comprise all of the properties, assets and rights necessary to permit Buyers and the Companies to conduct the Transferred Business immediately following the Closing in substantially the same manner as conducted by WFB and Interbake as of the date hereof (after taking into account the completion of the Pre-Closing Reorganization), except as set forth on Section 4.17(b) of the Disclosure Schedule.

4.18 Transferred IT Systems. Except for those systems to be provided to the Companies pursuant to the Transition Services Agreement – Ambient and the Transition Services Agreement – Fresh/Frozen, all information technology and computer systems, including hardware, networks, interfaces and related systems relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information primarily used in the Transferred Business are listed on Section 4.18 of the Disclosure Schedule (collectively, the "Transferred IT Systems") and have been properly maintained by WFB and the Companies, as applicable. The Transferred IT Systems operate in all material respects in accordance with their specifications and related documentation and, to the Knowledge of the Transferred Business, and except as set forth in Section 4.3(a) of the Disclosure Schedule, will continue to perform substantially in the manner operated at Closing. WFB (prior to the Interbake Canada Transfer) and the Companies take and have taken commercially reasonable actions, consistent with current industry standards, to protect the confidentiality, integrity and security of the Transferred IT Systems against unauthorized use, access, interruption, modification or corruption. To the Knowledge of the Transferred Business, there has been no unauthorized use, access, security breaches, interruption, modification, loss or corruption of the Transferred IT Systems.

4.19 Affiliate Transactions. Except as set forth in Section 4.19 of the Disclosure Schedule or pursuant to the Pre-Closing Reorganization and except for any ordinary course employment or consulting agreements with any employee, officer or consultant of the Transferred Business, no employee, officer or director is a party to any Contract or transaction with the Companies or WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) or has any interest in any property used by the Companies or WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer).

4.20 Bank Accounts. Section 4.20 of the Disclosure Schedule sets forth a true and complete list of all bank accounts and safe deposit boxes of Interbake and WFB (solely with respect to the Transferred Canadian Business, which shall be transferred to Interbake Canada pursuant to the Pre-Closing Reorganization) and all Persons who are signatories thereunder or who have access thereto.

4.21 Customers and Vendors. Section 4.21 of the Disclosure Schedule lists the Transferred Business' (i) ten (10) largest customers (each a "Material Customer") by volume of sales for the fiscal year ended December 31, 2020 and the financial period ended September 11, 2021, and (ii) ten (10) largest suppliers/vendors (each a "Material Supplier") by volume of purchases for the fiscal year ended December 31, 2020 and the financial period ended June 19, 2021. Except as set out in Section 4.21 of the Disclosure Schedule, no Material Customer has indicated in writing, or to the Knowledge of the Transferred Business, orally, to the Transferred Business or any of its Affiliates that it will stop or materially decrease the rate of purchasing materials, products or services from the Companies or WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer). Except as set out in Section 4.21 of the Disclosure Schedule, no Material Supplier has indicated in writing to the Transferred Business that it will stop, or materially decrease the rate of, supplying materials, products or services to the Companies or WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer). No Material Customer or Material Supplier has indicated to the Transferred Business (in writing or, to the Knowledge of the Transferred Business, orally) that it will cease doing business with the Companies or WFB (solely with respect to the Transferred Canadian Business), as applicable, or change, modify or amend, in a manner materially adverse to the Companies or WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer), the relationship of such Person with the Companies or WFB.

4.22 Books and Records. The corporate records and minute books of the Companies and WFB (with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) are (a) complete and correct in all material respects, and (b) all actions reflected therein have been conducted or taken in compliance in all material respects with all applicable Laws and with the Governing Documents of such Person.

4.23 Competition Act. Neither the book value of the assets of the Transferred Canadian Business in Canada nor the revenues from sales in or from Canada generated from the assets of the Transferred Canadian Business in Canada exceed C$93 million, as calculated in accordance with the Competition Act and the regulations thereunder.

4.24 No Other Representations or Warranties. Notwithstanding any provision of this Agreement to the contrary, except for the representations and warranties made by Sellers in Article 3, this Article 4 and the certificates delivered pursuant to Sections 2.7(b)(ii), 2.7(b)(iii), 2.7(b)(iv) and 2.7(b)(xi), none of Sellers, any Associated Person thereof nor any other Person makes any representation or warranty with respect to either Seller, the Companies or their respective businesses, operations, assets (including the Purchased Assets), liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to Buyers, or any of their Associated Persons, of any documentation, forecasts, projections, plans or other information with respect to any one or more of the foregoing. Except for the representations and warranties made by Sellers in Article 3, Article 4 and the certificates delivered pursuant to Sections 2.7(b)(ii), 2.7(b)(iii), 2.7(b)(iv) and 2.7(b)(xi), all other representations and warranties, whether express or implied, are expressly disclaimed by Sellers.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYERS

Buyers hereby represent and warrant to Sellers that as of the date hereof and as of the Closing:

5.1 Due Organization. Each Buyer is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization.

5.2 Due Authorization. Each Buyer has full power and authority to enter into, deliver and perform this Agreement and its Related Agreements and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by each Buyer of this Agreement and its Related Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action by Buyers. Each Buyer has duly and validly executed and delivered this Agreement and has duly and validly executed and delivered (or prior to or at the Closing will duly and validly execute and deliver) its Related Agreements. This Agreement constitutes, and Buyers' Related Agreements, upon execution and delivery by Buyers (assuming due power and authority of, and due execution and delivery by, the other Party or Parties hereto and thereto) will constitute, legal, valid and binding obligations of Buyers, enforceable in accordance with their respective terms, in each case, except as such enforceability may be limited by the Enforceability Exceptions.

5.3 Non-Contravention; Consents and Approvals.

(a) The execution, delivery and performance by Buyers of this Agreement and their Related Agreements and the consummation of the transactions contemplated hereby and thereby will not (i) violate any Law to which a Buyer or any of its properties or assets are subject; (ii) violate or conflict with the Governing Documents of a Buyer; (iii) result in a material breach or material violation of, or constitute (with or without due notice of lapse of time or both) a material default (or give rise to any material right of termination, amendment, cancellation or acceleration) under, or require the consent of any Person under, any of the terms, conditions or provisions of any material Contract to which a Buyer is party; or (iv) result in the creation of any Lien upon any

of the assets or properties of a Buyer; provided, however, that no representation or warranty is made in the foregoing clauses (i), (iii) and (iv) with respect to matters that would not, individually or in the aggregate, have a material adverse effect on a Buyer or materially impair a Buyer's ability to consummate the transactions contemplated by, and to discharge its obligations under, this Agreement and the Related Agreements.

(b) Except for compliance with the applicable requirements of the HSR Act, the execution, delivery and performance by each Buyer of this Agreement and its Related Agreements and the consummation of the transactions contemplated hereby and thereby will not require any filing or registration by Buyers with, or notice by Buyers to, or authorization, qualification, consent, order or approval or other action with respect to Buyers by, any Governmental Authority or any other Person; provided, however, that no representation or warranty is made with respect to filings, registrations, notices, authorizations, qualifications, consents, orders, approvals or actions that, if not made or obtained, would not, individually or in the aggregate, materially impair a Buyer's ability to consummate the transactions contemplated by, and to discharge its obligations under, this Agreement and the Related Agreements.

5.4 Litigation. Each Buyer is not (a) subject to any unsatisfied Governmental Order or (b) a party to any Action or, to the knowledge of a Buyer, threatened to be a party to any Action, which in the case of either clause (a) or (b), would adversely affect or delay a Buyer's performance under this Agreement or the Related Agreements or the consummation of the transactions contemplated hereby and thereby.

5.5 Financing.

(a) Notwithstanding any other provision of this Agreement to the contrary (but subject to Section 11.11(f)), each Buyer understands and acknowledges that the obligations of a Buyer to consummate the transactions contemplated by this Agreement and the Related Agreements are not in any way contingent upon or otherwise subject to a Buyer's consummation of any financing arrangement, a Buyer's obtaining of any financing or the availability, grant, provision or extension of any financing to a Buyer.

(b) Buyers have delivered to Sellers a true and complete copy of the executed Debt Financing Commitment Letter as of the date hereof, together with all exhibits, annexes, schedules, term sheets and fee letters thereto (provided, that any such fee letter may be redacted to omit fee amounts and any applicable "market flex" provisions related thereto). The Debt Financing Commitment Letter has not been amended or modified in any manner prior to the date of this Agreement. None of Buyers or any of their Affiliates has entered into any agreement, side letter or arrangement relating to the financing of the transactions contemplated by this Agreement, other than as set forth in the Debt Financing Commitment Letter that would affect the availability of the Financing on the Closing Date. The proceeds of the Debt Financing (both before and after giving effect to the exercise of any or all "market flex" provisions related thereto) will be sufficient to consummate the transactions contemplated hereby and by the Related Agreements, including the payment of the Closing Payment and the making of all associated payments on the Closing Date and any adjustment to the Closing Payment pursuant to Section 2.9. The respective commitments contained in the Debt Financing Commitment Letter have not been withdrawn or rescinded in any respect. The Debt Financing Commitment Letter are in full force and effect and represent a valid,

binding and enforceable, subject to the Enforceability Exceptions, obligation of the Debt Financing Sources named therein to provide the financing contemplated thereby, subject only to the satisfaction or waiver of the Financing Conditions. Buyers have fully paid (or caused to be paid) any and all commitment fees and other amounts that are due and payable on or prior to the date of this Agreement in connection with the Financing. No event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of a Buyer or, to the knowledge of a Buyer, any other party thereto under the Debt Financing Commitment Letter that would affect the availability of the Financing on the Closing Date. Buyers have no reason to believe that it or any other party thereto will be unable to satisfy on a timely basis any term of the Debt Financing Commitment Letter. There are no conditions precedent or other contingencies related to the funding of the full amount of the Financing, other than as set forth in the Debt Financing Commitment Letter. The only conditions precedent or other contingencies related to the initial funding of the Debt Financing on the Closing Date to be included in the Debt Financing Documents will be the Financing Conditions contained in the Debt Financing Commitment Letter. Buyers have no reason to believe that any of the Financing Conditions will not be satisfied or the Debt Financing will not be made available to Buyers on the Closing Date. Buyers represent that all fees, expenses and other amounts that would become due and payable under the Debt Financing Commitment Letters are not required to be paid earlier than the Closing Date. Notwithstanding anything to the contrary contained herein, Sellers agree that a breach of this representation and warranty shall not result in the failure of a condition precedent to Seller's obligations under this Agreement, if (notwithstanding such breach) Buyers are willing and able to consummate the transactions and make the payments contemplated hereunder to be made on the Closing Date.

5.6 Brokers and Finders. No broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or other commission in connection with the transactions contemplated by this Agreement or any Related Agreement based on any agreement by or on behalf of a Buyer for which Sellers would be liable following the Closing.

5.7 Solvency. Assuming (i) the satisfaction of the conditions to Buyers' obligations to consummate the transactions contemplated hereby and (ii) the accuracy of the representations and warranties of the Sellers set forth in this Agreement and any Related Agreement, immediately after giving effect to the Closing and the transactions contemplated by this Agreement and the Related Agreements, Buyers and their subsidiaries (including the Companies) will be Solvent. For purposes of this Section 5.7, "Solvent" means that, with respect to any Person and as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person, will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise," as of such date, as such quoted terms are generally determined in accordance with applicable United States federal laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its indebtedness as its indebtedness becomes absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its indebtedness as it matures. For purposes of the foregoing definition only, "indebtedness" means a liability in connection with another Person's (i) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (ii) right to any equitable remedy for breach

of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. No transfer is being made and no obligation is being incurred in connection with the transactions contemplated hereby or by any Related Agreement with the intent to hinder, delay or defraud either present or future creditors of Buyers or their Affiliates.

5.8 Source of Funds; Anti-Money Laundering and Anti-Terrorist Financing; Sanctions. Buyers have not, and none of their directors, officers, employees, or, to the knowledge of Buyers, any Representative or other Person acting for or on behalf of Buyers, has, since the Lookback Date, directly or indirectly, (a) established or maintained any unlawful fund of corporate monies or other properties, (b) created or caused the creation of any false or inaccurate books and records related to any of the foregoing or (c) violated any provision of any Law relating to money laundering, terrorist financing or sanctions, including the United States Money Laundering Control Act of 1986 or any Sanctions Laws. None of the funds used by Buyers to fund the Purchase Price or any other obligation of Buyers hereunder or under the Related Agreements shall have been sourced in violation of any Law relating to money laundering, terrorist financing or any Sanctions Laws.

5.9 Investment Canada Act. Each Buyer is a trade agreement investor and is not a state-owned enterprise for purposes of the Investment Canada Act as defined therein.

5.10 No Other Representations or Warranties. Notwithstanding any provision of this Agreement to the contrary, except for the representations and warranties made by Buyers in Article 5, none of Buyers, any Associated Person thereof nor any other Person makes any representation or warranty with respect to Buyers or their business, operations, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to Sellers or GWL, or any of their Associated Persons, of any documentation or other information. Except for the representations and warranties made by Buyers in Article 5, all other representations and warranties, whether express or implied, are expressly disclaimed by Buyers.

ARTICLE 6

PRE-CLOSING COVENANTS

6.1 Access to Information and Facilities.

(a) Subject to Section 6.3, from the date of this Agreement to the earlier of the Closing Date or the termination of this Agreement, subject to the Confidentiality Agreement and applicable Law, Sellers shall, and shall cause the Companies to, give Buyers and Buyers' Representatives, upon reasonable notice, reasonable access during normal business hours to the offices, facilities, and books and records of the Transferred Business that are in the possession or under the control of WFB or the Companies, and shall make the officers and employees of the Transferred Business available to each Buyer and its Representatives as each Buyer and its Representatives shall from time to time reasonably request, in each case, to the extent that such access and disclosure would not obligate Sellers or the Companies to take any actions that would unreasonably disrupt the normal course of their businesses; provided, however, that (i) all requests for access shall be

directed to Matthew Kaczmarek at Houlihan Lokey Capital, Inc. or Michael Boyd at CIBC World Markets, Inc. (each, a "Designated Contact") unless otherwise specified by Sellers in writing and in no event shall there be any communications (including through phone, email, social media, etc.) with any officers and employees of WFB or the Companies until the Designated Contacts have agreed and arranged such communication; (ii) the auditors and accountants of Sellers and the Companies shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access in form and substance reasonably acceptable to such auditors or accountants; (iii) Buyers shall not sample or analyze any soil, groundwater, other environmental media, or building material at any facility or property of WFB or the Companies; (iv) Buyers are not authorized to and shall not (and shall cause their Associated Persons not to) contact (including through phone, email, social media, etc.), any officer, director, employee, franchisee, customer, vendor, supplier, distributor, lender or any material business relation of Sellers, WFB or the Companies prior to the Closing relating to the transactions contemplated by this Agreement and the Related Agreements without the prior written consent of Sellers (other than in connection with discussions of employment-related and benefit-related arrangements with employees of the Transferred Business, with respect to Buyers' integration planning or in response to unsolicited communications from any such Person; provided, that, Buyers shall keep Sellers reasonably informed prior to taking any actions in connection therewith); and (v) Buyers shall comply, and shall cause their Representatives to comply, with all safety, health and security rules applicable to any offices or facilities being visited (including rules to comply with Public Health Measures); provided, further, that nothing herein shall require Sellers or the Companies to provide access or to disclose any information to Buyers if such access or disclosure (A) would, upon advice of counsel, cause competitive harm to Sellers, WFB or the Companies if the transactions contemplated by this Agreement are not consummated; (B) would be in violation of Law (including any Antitrust Law) applicable to Sellers, WFB or the Companies or the terms of any Contract to which any of Sellers, WFB or Interbake is party or by which their respective assets are bound; or (C) is subject to an attorney-client or an attorney work-product privilege or would result in the waiver of any applicable attorney-client privilege; provided that to the extent information is withheld from Buyers pursuant to this sentence, the Sellers and the Companies shall use commercially reasonable efforts to make such information available to Buyers and their representatives in a manner that preserves privilege or is in compliance with applicable Law, as applicable. Other than (x) as arranged through the Designated Contacts, (y) in the ordinary course of business of a Buyer or its Affiliates unrelated to the transaction contemplated hereby and by the Related Agreements, or (z) as expressly provided in the preceding sentence, Buyers are not authorized to and shall not (and shall cause their Representatives to not) contact (including through phone, email, social media, etc.) any officer, director, employee, franchisee, customer, vendor, supplier, distributor, lender or other material business relation of Sellers, WFB or the Companies prior to the Closing (other than in connection with discussions of employment-related and benefit-related arrangements with employees of the Transferred Business, with respect to Buyers' integration planning or in response to unsolicited communications from any such Person; provided, that, Buyers shall keep Sellers reasonably informed prior to taking any actions in connection therewith). Buyers shall promptly repair any damage to the Leased Real Property or Owned Real Property caused by their access, inspections or audits in a good and workmanlike manner and shall indemnify and save harmless WFB and the Companies and their respective Representatives from and against any and all claims, suits, proceedings, liabilities, obligations, Losses, damages, costs,

expenses, penalties, fines and disbursements (including reasonable legal fees) sustained by or threatened against WFB or the Companies and/or their respective Representatives which result from or arise out of any access, inspections or audits undertaken by or on behalf of Buyers or any of their Representatives pursuant to this Agreement.

(b) Buyers and their Representatives shall treat and hold strictly confidential any Confidential Information (as defined in the Confidentiality Agreement), any books or records or other information provided pursuant to this Section 6.1 in accordance with the terms of the Confidentiality Agreement.

6.2 Preservation of the Transferred Business. Subject to Section 6.3, from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement, other than (i) as set forth in Section 6.2 of the Disclosure Schedule, (ii) as expressly permitted or required by this Agreement, (iii) as required by applicable Law, (iv) as required to effect the Pre-Closing Reorganization, including the Interbake Canada Transfer, (v) in connection with the Fresh/Frozen Closing or (vi) with the prior written consent of Buyers (other than with respect to Section 6.2(o)(ii), such consent not to be unreasonably withheld, conditioned or delayed), GWL shall cause WFB (solely in relation to the Transferred Canadian Business prior to the Interbake Canada Transfer) and Weston Foods US (solely in relation to Additional US Employees) to, and Sellers shall cause the Companies to, as applicable (x) use their commercially reasonable efforts to operate in the ordinary course of business, (y) use their commercially reasonable efforts to preserve intact their respective business organizations, relationships, insurance coverage and employee services and (z) not:

(a) declare, set aside, make or pay a dividend on, or make any other distribution in respect of, the equity securities of the Companies except (i) dividends and distributions of cash in the ordinary course of business and (ii) as required in order to distribute cash proceeds pursuant to the Fresh/Frozen Purchase Agreement to the sellers thereunder;

(b) (i) issue, sell, transfer, pledge, grant, dispose of, permit to become subject to any Lien (other than any Permitted Lien), encumber or deliver any equity securities of any class of the Companies or any options, restricted stock, restricted stock units, profit interests, equity appreciation rights, phantom equity or other securities convertible into or exercisable or exchangeable for voting or equity securities of any class of the Companies or (ii) adjust, split, combine, recapitalize, redeem, purchase or otherwise acquire, or reclassify any of the equity securities of the Companies;

(c) adopt any amendments to the Governing Documents of the Companies;

(d) adopt a plan of complete or partial liquidation, dissolution, consolidation, restructuring, recapitalization, or other reorganization (other than the Pre-Closing Reorganization) of WFB or the Companies;

(e) sell, assign, license, transfer, pledge, permit to become subject to any Lien (other than any Permitted Lien) or otherwise dispose of (i) any assets (including any Registered Intellectual Property) of the Companies or (ii) any assets that would otherwise constitute Purchased Assets, in each case except in the ordinary course of business consistent with past practice and

with respect to assets with a purchase price, in the aggregate, of less than one million Dollars ($1,000,000);

(f) except for the acquisition of inventory, goods, supplies, raw materials, vehicles and other equipment in the ordinary course of business consistent with past practice, acquire any business, business unit, line of business or assets having a value in excess of one million Dollars ($1,000,000);

(g) make any loans or advances to any Person (other than advancement of expenses and commissions to employees and other than deferred payment options granted to customers of WFB (solely with respect to the Transferred Canadian Business) or the Companies, in each case in the ordinary course of business consistent with past practice);

(h) authorize, or make any commitment with respect to, any single capital expenditure that is in excess of five hundred thousand Dollars ($500,000) or capital expenditures that are, in the aggregate, in excess of one million Dollars ($1,000,000) for the Companies or WFB (solely with respect to the Transferred Canadian Business), or enter into any lease or net loss sublease of real or personal property or any renewals thereof, except in each case as contemplated or required pursuant to existing Contracts;

(i) commence or settle any material Action (excluding (i) any Actions against WFB that do not affect the Transferred Business or the Purchased Assets, (ii) any Actions that do not involve injunctive or equitable relief against WFB (solely with respect to the Transferred Canadian Business) or the Companies and that do not involve liability against WFB (solely with respect to the Transferred Canadian Business) or the Companies in excess of five hundred thousand Dollars ($500,000) which is not indemnified by a third party or (iii) as contemplated by the Access Agreement);

(j) acquire a fee interest in any real property or sell, encumber or lease any Owned Real Property;

(k) enter into any new lease, sublease, license or other occupancy agreement in respect of any Leased Real Property or enter into an amendment, modification or supplement to any lease, in each case other than in the ordinary course of business;

(l) execute, amend or terminate (other than (i) the expiration thereof in accordance with its terms, (ii) the amendment or termination of any Contract representing Indebtedness that will be satisfied and terminated at Closing or (iii) renewals in the ordinary course of business consistent with past practice) any Material Contract or otherwise waive, release or assign any material rights, claims or benefits of WFB (solely with respect to the Transferred Canadian Business) or the Companies under a Material Contract;

(m) except in the ordinary course of business consistent with past practice, acquire, assign, lease, license, transfer, convey, lease or otherwise dispose of, any material property or assets, including Intellectual Property, of WFB (solely with respect to the Transferred Canadian Business) or the Companies;

(n) (i) acquire (including by merger, consolidation or acquisition, in whole or in part, of equity or other ownership interests or assets) any corporation, partnership, limited liability company or other Person or any division thereof, on behalf of the Transferred Business or (ii) invest in, make a loan, advance or capital contribution to, or acquire or agree to acquire by purchasing a substantial portion of the stock or assets of, or by any other manner, any business or corporation, partnership, joint venture, association or other business organization or division thereof or otherwise change the overall character of the business, operations, activities and practices of the Transferred Business in any material way;

(o) (i) incur any obligations for borrowed money or other Indebtedness or any guarantee of Indebtedness of any Person, except for borrowings under existing credit facilities of the Companies or WFB in the ordinary course of business or (ii) enter into any currency, exchange, interest rate, commodities or other hedging arrangement with respect to the Transferred Business;

(p) allow any material Permits held by the Transferred Business to terminate by their terms or lapse or cancel (unless, in the case of insurance policies, replaced with a comparable insurance policy) or materially reduce the amount or scope of any insurance policies which insure the Transferred Business in effect as of the date hereof;

(q) pay, discharge, settle or satisfy any material claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business, of liabilities reflected or reserved against in the Financial Statements and other than any claims, liabilities or obligations that are paid, discharged, settled or satisfied with cash prior to the close of business on the day immediately preceding the Closing Date;

(r) change any cash management practices or policies (including, without limitation, the timing of collection of receivables and payment of payables and other current liabilities) or make any material change in the maintenance of its books and records;

(s) except as required by Law, change any of the accounting principles or practices used by WFB (solely in relation to the Transferred Canadian Business) or the Companies;

(t) increase any benefits under any Benefit Plan or increase the compensation payable or paid, whether conditionally or otherwise, to any employee, officer, director or individual independent contractor of WFB (solely with respect to the Transferred Canadian Business), Weston Foods US (solely with respect to the Transferred Business) or the Companies (other than (A) any increase adopted in the ordinary course of business consistent with past practice in respect of the compensation of any employee whose annual base salary does not exceed one hundred and fifty thousand Dollars ($150,000) after giving effect to such increase (provided that any off-cycle compensation increases affecting 10 or more employees in the same or similar job classification or that are provided for the same or similar reason or purpose shall not be considered to be in the ordinary course of business), (B) included in the Employee Closing Payment Amount, or (C) any increase in benefits or other compensation required by Law or required pursuant to the terms of an existing Contract in effect prior to the date hereof disclosed on the Disclosure Schedule (including any Benefit Plan disclosed on Section 4.9(a) of the Disclosure Schedule);

(u) hire, engage or terminate (other than for cause) the employment or engagement of any employee or individual independent contractor who earns or will earn (or prior to such termination, did earn) annual base salary or fee in excess of one hundred and fifty thousand Dollars ($150,000) and who is employed or engaged (or who would be employed or engaged) in the Transferred Business;

(v) negotiate, enter into, amend or extend any Collective Agreement or other Contract with a Union;

(w) implement any layoffs affecting, place on unpaid leave or furlough, or materially reduce the hours or weekly pay of, fifty (50) or more employees who are employed in the Transferred Business;

(x) approve, establish, adopt, terminate, modify or amend any Benefit Plan (other than as required by Law or required pursuant to the terms of an existing Benefit Plan disclosed on Section 4.9(a) of the Disclosure Schedule);

(y) transfer internally (including in response to a request for a transfer by a Designated Canadian Employee or US Employee), or otherwise materially alter the duties and responsibilities of, any Designated Canadian Employee or US Employee in a manner that would affect whether such service provider is or is not classified as a Transferred Employee;

(z) make, change or revoke any income or material Tax election (other than as contemplated by Section 7.5(e) with respect to the Companies), change an annual Tax accounting period, adopt or change any accounting method with respect to income or material Taxes, file any amended Tax Return, enter into any closing agreement with respect to Taxes, settle or compromise any proceeding with respect to any Tax claim or assessment relating to the Companies or the Purchased Assets, surrender any right to claim a material refund of material Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Companies or the Purchased Assets;

(aa) (i) forgive any material liabilities, (ii) write off as uncollectible any material accounts receivable, (iii) accelerate the timing of collection of any material accounts receivable (unless in connection with a bona fide dispute, a negotiation or settlement of such material accounts receivable with a customer in the ordinary course of business consistent with past practice), or (iv) delay or defer the timing of payment of any material accounts payable (unless contested in good faith in the ordinary course of business consistent with past practice) to post-Closing periods;

(bb) waive or release any noncompetition, nonsolicitation, nondisclosure, noninterference, nondisparagement or other restrictive covenant obligation of any current of former employee or independent contractor;

(cc) withdraw (whether partially or completely) from any multiemployer plan (as defined in Section 3(37 of ERISA) or otherwise incur any withdrawal liability with respect to any multiemployer plan; or

(dd) agree or commit to do, or enter into any Contract to take, or resolve, authorize or approve any action to do, any of the foregoing actions.

Nothing contained in this Agreement shall give Buyers, directly or indirectly, prior to Closing, the right to control or direct the operations of WFB or the Companies. Prior to the Closing, Sellers, WFB (solely with respect to the Transferred Canadian Business prior to the Interbake Canada Transfer) and the Companies shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over their respective operations, including the transactions contemplated by the Fresh/Frozen Purchase Agreement. The Parties acknowledge and agree that if Buyers do not grant or deny consent to a proposed action that requires Buyers' consent pursuant to this Section 6.2 within five (5) Business Days (or such shorter time as Sellers or the Companies may indicate in writing is reasonably required under the circumstances) after the date on which a written request by Sellers or the applicable Company is deemed given to Buyers pursuant to Section 11.2, Buyers shall be deemed to have consented to the taking of such action notwithstanding any other provision of this Section 6.2.

6.3 Emergency Actions. Notwithstanding anything in this Agreement to the contrary, following, to the extent reasonably practicable, advance notice to and consultation with Buyers (in the case of WFB, solely prior to the Interbake Canada Transfer), WFB and each Company, as applicable, may take (or not take, as the case may be) any action that would otherwise be prohibited or required under Section 6.1 or Section 6.2 to the extent reasonably necessary and prudent (a) to prevent material harm to the health and safety of any employees, customers, distributors, vendors, suppliers or Associated Persons of WFB or a Company; (b) to mitigate the adverse effects occurring after the date hereof caused by a Public Health Event; or (c) to ensure compliance with any Public Health Measures enacted or becoming applicable to WFB or a Company after the date hereof. Any action taken or not taken solely as necessary in accordance with this Section 6.3 shall be deemed to occur in the ordinary course of business for purposes of this Agreement.

6.4 Efforts; Consents and Approvals.

(a) Subject to the terms and conditions set forth in this Agreement, each Party shall use reasonable best efforts to consummate the transactions contemplated hereby and by the Related Agreements as promptly as practicable, including using reasonable best efforts to satisfy the conditions to the Closing set forth in Article 8; provided, however, that (i) in the case of obtaining consents in respect of Material Contracts, the Parties' obligations to take actions shall be governed by Section 6.4(b), (ii) in the case of complying with the applicable requirements of the HSR Act, the Parties' obligations to take actions shall be governed by Section 6.5, (iii) in the case of obtaining consent in respect of a Collective Agreement, the Parties' obligation to take actions shall be governed by Section 6.4(d); provided, further that nothing in this Section 6.4(a) shall require any Party to waive any of its conditions to the Closing.

(b) Promptly following the date hereof, if requested by Buyers, Sellers shall (i) deliver, or cause to be delivered, one or more of the notices described on Section 4.3(a) of the Disclosure Schedule and (ii) use its reasonable best efforts to obtain such third party consents described on Section 4.3(a) of the Disclosure Schedule, in each case in the forms reasonably satisfactory to Buyers; provided, that such efforts shall not include any requirement that Sellers or Buyers expend money (other than *de minimis* amounts), commence, defend or participate in any litigation or offer

or grant any accommodation (financial or otherwise) to any third party (and no offer or grant of any accommodation or change in terms of a Contract will be provided without the consent of Buyers); provided, that Buyers and Sellers shall equally split any third party consent costs associated with obtaining consent with respect to the Material Contracts listed as items #3 through 50 on Section 4.3(a) of the Disclosure Schedule.

(c) Prior to the Closing, each Seller shall use its reasonable efforts, and Buyers shall use its reasonable efforts to cooperate with each Seller (and, if necessary and desirable, to work with the third parties to the Shared Contracts), in an effort to (i) divide, modify and/or replicate (in whole or in part) the respective rights and obligations under and in respect of the Shared Contracts and (ii) if possible, novate the respective rights and obligations under and in respect of the Shared Contracts, such that, effective as of the Closing, (A) the Companies are the beneficiaries of the post-Closing rights and is responsible for the post-Closing obligations related to that portion of the Shared Contract relating to the Transferred Business (the "Business Portion") (so that, subsequent to the Closing, WFB, Weston Foods US or their Affiliates, as applicable, shall have no post-Closing rights or post-Closing obligations with respect to the Business Portion of the Shared Contract) and (B) WFB or, if designated by WFB or GWL, the Fresh/Frozen Buyer, as applicable, is the beneficiary of the rights and is responsible for the obligations related to the Shared Contract other than the Business Portion (the "Non-Business Portion") (so that, subsequent to the Closing, Buyers and the Companies shall have no rights or obligations with respect to the Non-Business Portion of the Shared Contract). In connection with the actions taken in the preceding clauses (i) and (ii), the Sellers shall use their reasonable efforts to cooperate with Buyers to negotiate terms relating to the Business Portion of any Shared Contract that are at least as favorable as those provided in such Shared Contracts prior to Closing.

(d) Union Consent for Replacement Benefit Plans. Sellers shall, or shall cause their Affiliates to, use commercially reasonable efforts to obtain prior to Closing the consent of each of the Unions that are party to the Collective Agreements set forth on Section 6.4(d) of the Disclosure Schedule to the cessation of participation by the employees covered by each such Collective Agreement in any Seller Benefit Plan referenced in such Collective Agreement and the substitution of a substantially comparable Buyer Plan if (i) the applicable Collective Agreement requires participation in any Seller Benefit Plans and (ii) such cessation and substitution of participation is to take effect on or before Closing.

6.5 Competition Clearance.

(a) Each Party hereto agrees to make, or cause to be made, any required filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby as promptly as practicable and in any event within ten (10) Business Days of the date hereof unless otherwise mutually agreed to by the Parties and to respond as promptly as reasonably practicable to any request for additional information and documentary material pursuant to the HSR Act and to take all other actions necessary, proper or advisable to cause the expiration or termination of any applicable waiting periods under the HSR Act as soon as reasonably practicable. The Parties shall request early termination of the waiting period under the HSR Act unless Buyers and Sellers agree otherwise.

(b) Each Party also agrees to make, as promptly as reasonably practicable and in any event within ten (10) Business Days of the date hereof unless otherwise mutually agreed to by the Parties or unless otherwise required by Law, any additional filings as may be required by any Antitrust Law other than the HSR Act and to take all other actions necessary, proper or advisable to obtain the approvals, if any, as soon as practicable.

(c) Buyers shall be responsible for all filing fees under the HSR Act and any other Antitrust Law.

(d) Each of the Parties shall (and GWL shall cause Interbake and Interbake Canada to), in connection with the efforts referenced in Sections 6.5(a) to 6.5(d) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under any Antitrust Law, and in connection with any investigation or Action initiated or brought by a Governmental Authority or a private party under any Antitrust Law, and to the extent permitted by applicable Law to protect any legal privileges or Competitively Sensitive Information and redaction where necessary, use its reasonable best efforts to (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other Party informed of any communication, notice, or submission received by such Party from, or given by such Party to, the Federal Trade Commission (the "FTC"), the Antitrust Division of the Department of Justice (the "DOJ"), or any other Governmental Authority and of any substantive communication, notice, or submission received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby (and, in the case of any written or electronic communication, notice, or submission, provide the other Parties or their counsel a copy thereof), (iii) consider the good faith views of the other Party in connection with any substantive communication, notice, or submission, and (iv) permit the other Party a reasonable opportunity to review any substantive communication, notice, or submission given by it to, and consult with each other in advance of any substantive meeting, telephone, in-person, or video-conference with, the FTC, the DOJ or any other Governmental Authority or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by the FTC, the DOJ or such other applicable Governmental Authority or other Person, give the other Party the opportunity to attend and participate in such meetings and conferences.

(e) In furtherance and not in limitation of the covenants of the Parties contained in Section 6.5(a) to Section 6.5(d), if any objections are asserted with respect to the transactions contemplated hereby under any Antitrust Law or if any suit is instituted (or threatened to be instituted) by the FTC, the DOJ or any other applicable Governmental Authority or any private party challenging any of the transactions contemplated hereby as violative of any Antitrust Law or which would otherwise prevent, impede or delay the consummation of the transactions contemplated hereby, Buyers shall use reasonable best efforts to resolve objections or suits so as to permit consummation of the transactions contemplated by this Agreement in a timely manner. Notwithstanding the foregoing, and for the avoidance of doubt, Buyers' obligations under Section 6.5 do not include any obligation to (i) sell, divest, or otherwise convey particular assets, categories, portions or parts of assets or businesses of Buyers and their Affiliates contemporaneously with or subsequent to the Closing; (ii) agree to sell, divest, or otherwise convey any particular asset, category, portion or part of an asset or business of the Transferred Business

contemporaneously with or subsequent to the Closing; (iii) agree to permit the Transferred Business to sell, divest, or otherwise convey any of the particular assets, categories, portions or parts of assets or business of the Transferred Business prior to the Closing; or (iv) license, hold separate or enter into similar arrangements with respect to its respective assets or the assets of the Transferred Business or conduct of business arrangements or terminate any and all material joint ventures, strategic partnerships and other similar agreements as a condition to obtaining any and all expirations of waiting periods under any Antitrust Law or consents from any Governmental Authority necessary to consummate the transactions contemplated hereby.

(f) Without limiting the generality of the foregoing, and subject to the Access Agreement, if any action or proceeding is threatened or instituted by any Governmental Authority or any other Person challenging the validity or legality of or seeking to restrain the consummation of the transactions contemplated by this Agreement, Buyers shall use reasonable best efforts to avoid, resist, resolve or, if necessary, defend such action or proceeding and shall afford Sellers a reasonable opportunity to participate therein.

(g) Buyers shall not, and shall not permit any of their Affiliates to, acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if entering into a definitive agreement relating to, or the consummation of, such acquisition, merger, consolidation or other transaction would reasonably be expected to (i) impose any delay in obtaining, or increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Authority necessary to consummate the transactions contemplated hereby or the expiration or termination of any applicable waiting period, including under any applicable Antitrust Law, (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated hereby, or (iii) delay the consummation of the transactions contemplated hereby.

(h) Each Buyer agrees that, during the term of this Agreement, it will not withdraw its filing under the HSR Act without the prior written consent of Sellers (such consent not to be unreasonably withheld, conditioned, or delayed).

6.6 Financing.

(a) From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement pursuant to Section 9.1, each Seller shall use its commercially reasonable efforts to provide such assistance (and to cause its and their respective personnel and advisors to use their respective commercially reasonable efforts to provide such assistance) to Buyers, at the sole expense of Buyers, as is reasonably requested by Buyers in connection with the Debt Financing or other syndicated bank financing the proceeds of which would be used to finance the transactions contemplated by this Agreement. Such commercially reasonable efforts to provide such assistance shall include each of the following:

(i) reasonably facilitating the pledge of collateral (such pledge to be effective post-Closing) and other matters ancillary to the Debt Financing as may be reasonably requested by Buyers in connection with the Debt Financing, including (A) taking actions reasonably requested by the Buyers necessary or advisable to permit the Debt Financing Sources to evaluate

the Companies' inventory, current assets, equipment, real estate and cash management systems for the purpose of establishing collateral arrangements (including sufficient access to allow such Debt Financing Sources to complete field exams and conduct inventory appraisals), (B) participation in (including by senior management), and assistance with, the Marketing Efforts and (C) reasonably assisting with the Marketing Material to Buyers and their Debt Financing Sources as promptly as reasonably practicable; and

(ii) delivery on or prior to the Closing Date to Buyers of the Ancillary Financing Documents.

Upon request, prior to the distribution of the Marketing Materials to any Debt Financing Source, Buyers shall provide to Sellers a draft thereof for review and comment by Sellers and Buyers shall thereafter consider in good faith all comments made thereto by Sellers, including all comments of Sellers on the portion of the Marketing Materials regarding the Transferred Business and the Companies. Sellers hereby consent to the use of all of the Transferred Business's logos in connection with the Debt Financing in a form and manner mutually agreed in advance with WFB and the Companies; provided, however, that such logos are used solely in a manner that is not intended to, or reasonably likely not to, harm or disparage WFB or the Companies or the reputation or goodwill thereof. Notwithstanding any other provision of this Agreement to the contrary, none of Sellers, WFB, the Companies or their respective personnel or advisors shall be required to provide any such assistance or cooperation which Sellers reasonably believe would,

(A) unreasonably interfere with the Transferred Business or ongoing operations of WFB or the Companies,

(B) require a Seller, WFB or a Company to pay any commitment or other similar fee or incur any other liability or obligation in connection with the arrangement of the Debt Financing or any other financing prior to the Closing,

(C) result in a breach or violation of any confidentiality arrangement or material agreement or the loss of any legal or other privilege,

(D) cause any representation or warranty in this Agreement to be breached or any condition to Closing set forth in Article 8 to not be satisfied,

(E) cause any director, manager, officer, employee or stockholder of a Seller, WFB or a Company to incur any personal liability,

(F) require the directors or managers of a Seller, WFB or a Company, acting in such capacity, to authorize or adopt any resolutions approving any of the Debt Financing Documents,

(G) require a Seller, WFB, a Company or any of their respective directors, managers, officers or employees to execute, deliver or perform, or amend or modify, any agreement, document or instrument, including any financing agreement, with respect to the Debt Financing that is not contingent upon the Closing or that would be effective prior to the Closing,

(H) provide access to or disclose any information that a Seller or Interbake determines would jeopardize any attorney-client privilege of any of them or

(I) take any action that would reasonably be expected to conflict with or violate this Agreement, any Governing Documents of a Seller, WFB or the Companies, any applicable Laws or any Contracts to which a Seller, WFB or a Company is a party or by which any of their respective assets or properties is bound.

All such assistance referred to in this Section 6.6 shall be at Buyers' written request with reasonable prior notice and at Buyers' sole cost and expense, and Buyers shall promptly reimburse the applicable Seller, WFB and Company for all costs and expenses (including attorneys' fees) incurred by them in connection with such assistance. For the avoidance of doubt, such assistance shall not require Sellers, WFB, either Company or any of their respective Affiliates to agree to any contractual obligation or otherwise incur any liability relating to the Debt Financing that is not expressly conditioned upon the consummation of the Closing and that does not terminate without liability to Sellers, WFB, the Companies or any of their respective Affiliates upon the termination of this Agreement. None of Sellers or any of their respective Affiliates (other than the Companies) shall be required to make any representation or warranty in connection with the Debt Financing or the Marketing Efforts. Buyers shall indemnify, defend and hold harmless each Seller, WFB, each Company and their respective Associated Persons from and against any and all Losses suffered or incurred by them in connection with the Debt Financing or any assistance or activities provided in connection therewith, including the performance of their obligations under this Section 6.6. All non-public or otherwise confidential information regarding WFB, the Companies and the Transferred Business obtained by Buyers or their Financing Sources pursuant to this Section 6.6 shall be kept confidential in accordance with the Confidentiality Agreement, except that Buyers may share such non-public or confidential information regarding the Companies and the Transferred Business with the financing sources identified in the Debt Financing Commitment Letter, and Buyers, their Affiliates and such financing sources may share such information with potential financing sources in connection with any Marketing Efforts (including any syndication) in connection with the Debt Financing, provided that the recipients of such information agree to customary market standard (including click through) confidentiality arrangements with respect thereto. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed by the Parties that the conditions set forth in Section 8.2(b), as applied to Sellers' and the Company's obligations under this Section 6.6, shall be deemed to be satisfied unless the Debt Financing contemplated by the Debt Financing Commitment Letters has not been obtained as a direct result of Sellers' and the Company's willful and material breach of their respective obligations under this Section 6.6. For the avoidance of doubt, the Parties acknowledge and agree that the provisions contained in this Section 6.6(a) represent the sole obligations of each Seller, WFB and the Companies and their respective personnel and advisors with respect to assistance and cooperation in connection with the arrangement of any financing (including the Debt Financing) to be obtained by Buyers with respect to the transactions contemplated by this Agreement, and no other provision of this Agreement (including the Schedules hereto) shall be deemed to expand or modify such obligations.

(b) Buyers shall use their reasonable best efforts to take, or cause to be taken, all actions and use their reasonable best efforts to do, or cause to be done, all things necessary, proper or advisable to arrange, consummate and obtain the Debt Financing. Such actions shall include the following:

(i) maintaining in effect the Debt Financing Commitment Letter as delivered by Buyers to Sellers on the date hereof until the consummation of the transactions contemplated hereby; provided that such Debt Financing Commitment Letter may be amended and or replaced to the extent such amendments or replacements would not add to, or make materially more onerous, the conditions to the initial availability of the Debt Financing or reduce the aggregate amount of the Debt Financing (taken as a whole);

(ii) satisfying on a timely basis (or obtaining a waiver of) all Financing Conditions that are within Buyers' or any of their respective Affiliates' control;

(iii) negotiating, executing and delivering Debt Financing Documents that reflect the terms contained in the Debt Financing Commitment Letter (including giving effect to any "market flex" provisions related to the Financing);

(iv) paying all commitment or other fees and amounts that become due and payable under or with respect to the Debt Financing Commitment Letter as they become due and payable;

(v) causing the full amount of the Debt Financing to be drawn upon satisfaction or waiver of the Financing Conditions and the conditions set forth in Article 8;

(vi) complying with their obligations under the Debt Financing Commitment Letter (to the extent non-compliance could result in a failure of a condition to the initial availability of the Debt Financing) and enforcing their rights under the Debt Financing Commitment Letter in a timely and diligent manner in the event of a breach of the obligations to fund the Debt Financing pursuant to the terms of the Debt Financing Commitment Letter (it being agreed that the use of reasonable best efforts to such enforcement would not require the pursuit of any litigation or other Action); and

(vii) upon satisfaction of the conditions set forth in the Debt Financing Commitment Letter, consummating the Debt Financing at or substantially concurrently with the time at which the Closing is required to be effected pursuant to Section 2.7(a).

(c) Neither Buyers nor any of their Affiliates (i) shall be permitted to amend, modify, supplement, restate, assign, substitute, replace or reduce the amounts available pursuant to any Debt Financing Commitment, (ii) shall consent to any assignment of rights or obligations under the Debt Financing Commitment Letter without the prior written approval of Sellers, such approval not to be unreasonably withheld, or (iii) shall take any other action, to the extent that such action, in the case of each of clauses (i)-(iii), would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated hereby, including the Debt Financing.

(d) Buyers shall consult with and keep Sellers informed upon request in reasonable detail of the status of their efforts to arrange the Debt Financing. Without limiting the generality of the foregoing, each Buyer shall give Sellers prompt written notice of: (i) any Financing Failure Event of which a Buyer becomes aware or (ii) the receipt of any written notice or other written communication from any Debt Financing Source with respect to any Financing Failure Event. As promptly as reasonably practicable, but in any event within two (2) Business Days after the date a Seller delivers to Buyers a written request, Buyers shall provide any information reasonably requested by such Seller relating to any circumstance referred to in the immediately preceding sentence; provided, that in no event will Buyers be under any obligation to disclose any information that is subject to any applicable legal privileges (including the attorney-client privilege).

(e) If any portion of the Debt Financing becomes unavailable on the terms and conditions (including any applicable market flex provisions) contemplated by the Debt Financing Commitment Letter, Buyers shall (x) promptly notify Sellers in writing and (y) use reasonable best efforts to arrange and obtain in replacement thereof, and negotiate and enter into definitive agreements with respect to, alternative financing from alternative sources that are reasonably acceptable to Buyers in an amount sufficient, when taken together with the available portion of the Debt Financing, to fund the Purchase Price on terms and conditions (including market flex provisions) not materially less favorable to Buyers (or their Affiliates) than the terms and conditions set forth in the Debt Financing Commitment Letter, as determined by Buyers in good faith, as promptly as practicable following the occurrence of such event or circumstance ("Alternative Financing"); provided, however, that the failure to obtain Alternative Financing shall not relieve Buyers of any obligations hereunder. Buyers shall promptly deliver to Sellers true and complete copies of all Contracts (including any redacted fee letters) relating to any such Alternative Financing and, to the extent applicable, thereafter (x) any reference in this Agreement to the "Debt Financing" shall include such Alternative Financing, (y) any reference in this Agreement to the "Debt Financing Commitment Letter" or the "Debt Financing Sources" shall be deemed to include the commitment letters (including fee letters) for the Alternative Financing and the lenders or other providers of such Alternative Financing, respectively, and (z) any reference in this Agreement to the Financing Conditions shall include the conditions to the Alternative Financing set forth in the commitment letters (including fee letters) for the Alternative Financing referred to in the prior clause (y). Use of reasonable best efforts to obtain any Alternative Financing shall not require the Buyers to obtain (or seek to obtain) equity financing, junior debt financing, or material amendments, modifications or waivers, to any financing arrangements or other material commercial agreements or incur any significant additional fees, obligations or liabilities not contemplated by the Debt Commitment Letter (and any related flex provisions).

(f) In the event that all conditions contained in the Debt Financing Commitment Letter have been satisfied (or upon funding will be satisfied), Buyers shall use their reasonable best efforts to timely cause the Debt Financing Sources to fund the Debt Financing and to otherwise enforce their rights under the Debt Financing Commitment Letter. For the avoidance of doubt, the efforts of Buyers hereunder include an obligation on the part of Buyers to enforce their rights pursuant to the Debt Financing Commitment Letter; provided, that Buyers shall not be required to initiate any Action against any Financing Source under the Debt Financing Commitment Letter.

(g) Notwithstanding anything to the contrary in this Section 6.6, nothing in this Section 6.6 shall be construed in any event to condition the obligations of Buyers to effect the Closing on the receipt of the Debt Financing contemplated by the Debt Financing Commitment Letter. Buyers acknowledge and agree that the Closing and the obligations of Buyers to consummate the transactions contemplated by this Agreement are not in any way contingent upon or otherwise subject to Buyers' consummation of any financing arrangement, Buyers' obtaining of any financing (including the Financing or any alternative financing) or the availability, grant, provision or extension of any financing to Buyers (including the Financing or any alternative financing), other than as specifically set forth in Section 11.11.

6.7 Designated Canadian Employees.

(a) Section 6.7 of the Disclosure Schedule contains a correct and complete list as of the date hereof of each Designated Canadian Employee. WFB shall take such measures reasonably necessary to: (i) transfer the employment of each Canada Non-Union Employee to Interbake Canada on the same or substantially the same terms and conditions of employment as in effect immediately prior to such transfer of employment, and (b) assign to Interbake Canada each of the Employment Contracts in effect, in each case, to be effective as of the closing of the Interbake Canada Transfer. Effective on the closing of the Interbake Canada Transfer, Interbake Canada shall take such measures reasonably necessary to: (i) continue the employment of each applicable Canada Non-Union Employee as of that date on the same or substantially the same terms and conditions of employment as in effect immediately prior to such date, recognizing each such Canada Non-Union Employee's period of service or period of credited service with WFB or any Affiliate for all purposes, whether under statute, contract, common law or otherwise, including for eligibility and entitlement to benefits in the aggregate (other than equity based compensation), termination entitlements, severance and vacation; and (ii) assume each applicable Employment Contract, if any, that is in effect as of that date for each such Canada Non-Union Employee.

(b) As a successor employer under applicable labour relations legislation, effective on the closing of the Interbake Canada Transfer, Interbake Canada shall, (i) assume and be bound by the applicable Collective Agreement(s) in effect as of the closing of the Interbake Canada Transfer covering Canada Union Employees, without modification of any terms thereunder, (ii) take all steps reasonably necessary to continue the employment of each Canada Union Employee who is covered by such Collective Agreement(s) as of that date, under and in accordance with the applicable Collective Agreement and applicable Law, recognizing their prior accrued service and seniority for all purposes, and (iii) recognize the representation and bargaining rights of, and bargain in good faith with, each of the unions or other collective bargaining representatives, agents or associations representing any Canada Union Employee who is covered by a Collective Agreement as of such date. From the closing of the Interbake Canada Transfer, the compensation and benefits of Canada Union Employees shall be provided in accordance with the applicable Collective Agreement.

6.8 Canadian Benefit Plans.

(a) Effective as of the closing of the Interbake Canada Transfer, Interbake Canada shall enroll in the Dental Plan as a successor employer. Effective as of the closing of the Interbake Canada Transfer, Interbake Canada shall, at its own expense, establish or cause to be established,

or designate benefit plans (the "Interbake Canada Benefit Plans") to provide life insurance, health care, dental care, accidental death and dismemberment insurance, disability and other group non-pension benefit arrangements for the Transferred Canadian Employees in connection with any and all benefit claims of the Transferred Canadian Employees incurred on and after the closing of the Interbake Canada Transfer. Effective as of the closing of the Interbake Canada Transfer, Transferred Canadian Employees who participate in the Benefit Plans (other than pension and supplemental employee retirement plans and the Dental Plan) shall cease to participate in and accrue benefits under such Benefit Plans and shall commence, without interruption, to participate in and accrue benefits under the Interbake Canada Benefit Plans. The Sellers, or their respective Affiliates, shall use commercially reasonable efforts to ensure that all benefits of the Transferred Canadian Employees under the Benefit Plans that provide life insurance, health care, dental care, accidental death and dismemberment insurance and disability coverage shall be settled in accordance and in compliance with the terms of such Benefit Plans with respect to each Transferred Canada Employee's service prior to the Closing Date. Notwithstanding the foregoing, in the event that any Interbake Canada Benefit Plan is not in place and effective immediately prior to the closing of the Interbake Canada Transfer, Interbake Canada and WFB shall enter into a transition arrangement that shall provide for the continuation at the same rate and to the same extent as of the Closing of the applicable benefits coverage for the Transferred Canadian Employees up to and until such time as the Interbake Canada Benefit Plan is in place and providing the applicable benefits coverage. WFB shall retain responsibility under such Benefit Plans for all amounts payable by reason of or in connection with any claims incurred by the Transferred Canadian Employees prior to the closing of the Interbake Canada Transfer; provided such claims are covered and payable under the terms and conditions of the applicable Benefit Plans. Sellers or WFB shall advise in writing the Transferred Canadian Employees at least fifteen (15) days prior to Closing of their obligations to file claims under the Benefit Plans (other than the Dental Plan) within the time frame provided by such Benefit Plans and in any event no later than March 31, 2022. For the purposes of this Section 6.8, a claim shall be deemed to have been "incurred": (i) with respect to all death or dismemberment claims, on the actual date of death or dismemberment; (ii) with respect to all health care, vision and dental claims, on the date the service or supply was purchased, prescription filled or treatment received by the Transferred Canadian Employee (or his or her eligible spouse, dependent or beneficiary); and (c) with respect to all income replacement claims, on the date of occurrence of the first incidence of injury or other event that renders the Transferred Canadian Employee eligible for benefits or to commence a qualifying period for benefits.

(b) Subject to the consent of any applicable third-party insurer (which Interbake Canada shall use commercially reasonable efforts to obtain), Interbake Canada shall use commercially reasonable efforts to cause the applicable Interbake Canada Benefit Plans to: (i) waive any limitation on health and welfare coverage of each Transferred Canadian Employees due to pre-existing conditions and waiting periods under any Interbake Canada Benefit Plan to the extent such limitation due to pre-existing conditions and waiting periods was waived in respect of each such Transferred Canadian Employees under a similar Benefit Plan; and (ii) credit each such Transferred Canadian Employee with all deductible payments, co-payments and co-insurance paid by such employee under any Benefit Plan prior to the closing of the Interbake Canada Transfer during the calendar year in which the closing of the Interbake Canada Transfer occurs for the purpose of determining the extent to which any such employee has satisfied any applicable

deductible and whether such employee has reached the out-of-pocket maximum under any Interbake Canada Benefit Plan.

(c) The Interbake Canada Benefit Plans will provide non-unionized Transferred Canadian Employees with benefits (including, where applicable, ancillary benefits) that are the same or substantially the same in the aggregate as the benefits that would have been provided to such Transferred Canadian Employees under the Benefit Plans as at the closing of the Interbake Canada Transfer if such Transferred Canadian Employee had continued in the Benefit Plans. The Interbake Canada Benefit Plans will provide unionized Transferred Canadian Employees with those benefits required or provided for under the terms of the applicable Collective Agreements.

6.9 Pensions and Supplemental Employee Retirement Plans.

(a) Effective as of the closing of the Interbake Canada Transfer, WFB shall cause all Transferred Canadian Employees who participate in the WFB DC Pension Plans, the WFB DC SERP and the Other Pension Plans as of the closing of the Interbake Canada Transfer to cease to participate in and accrue benefits thereunder, as applicable.

(b) Interbake Canada, at its own expense, shall establish a defined contribution registered pension plan sponsored by Interbake Canada (the "Interbake Canada DC Pension Plan") to replace the WFB DC Pension Plans in respect of the Transferred Canadian Employees who participate or are eligible to participate in such plans immediately prior to the closing of the Interbake Canada Transfer, and shall enroll the applicable Transferred Canadian Employees in the Interbake Canada DC Canada Pension Plan, effective as of the closing of the Interbake Canada Transfer.

(c) The Interbake Canada DC Pension Plan shall be on the same or substantially the same terms in the aggregate to the applicable WFB DC Pension Plan as provided to non-unionized Transferred Canadian Employees by WFB (or any of its Affiliates) immediately prior to the closing of the Interbake Canada Transfer. Interbake Canada shall accept the defined contribution account balances in respect of the Transferred Canadian Employees under the WFB DC Pension Plans and the Other Pension Plans (if any) into the Interbake Canada DC Pension Plan effective as of the closing of the Interbake Canada Transfer, subject to regulatory and tax approval (as applicable).

(d) Effective as of the closing of the Interbake Canada Transfer, the Transferred Canadian Employee that participates in the WFB DC SERP shall be enrolled in the defined contribution component of the GWL SERP and Interbake Canada shall become a participating employer in the GWL SERP. GWL shall accept the defined contribution account balances in respect of the Transferred Canadian Employee under the WFB DC SERP into the GWL SERP effective as of the closing of the Interbake Canada Transfer, subject to regulatory and tax approval (as applicable). Effective as of the Closing Date, GWL shall cause the GWL SERP to pay out the Transferred Canadian Employee's notional account balance under the GWL SERP and the Transferred Canadian Employee shall cease to participate in the GWL SERP. Participation of Interbake Canada and of the Transferred Canadian Employee in the GWL SERP shall terminate automatically and without any other action required on the Closing Date.

(e) In accordance with this Section 6.9, Interbake Canada shall provide non-unionized Transferred Canadian Employees with the same or substantially the same pension and retirement savings benefits in the aggregate as the benefits that would have been provided to such Transferred Canadian Employees under the applicable WFB DC Pension Plan as at the closing of the Interbake Canada Transfer if such Transferred Canadian Employees had continued in the applicable WFB DC Pension Plan. Interbake Canada shall provide unionized Transferred Canadian Employees with those pension and retirements savings benefits, arrangements and entitlements required or provided under or pursuant to the terms of the Collective Agreements or as otherwise provided to them as at the closing of the Interbake Canada Transfer. Interbake Canada shall be solely responsible for the pension, retirement and ancillary benefits relating to the Transferred Canadian Employees' service on and after the closing of the Interbake Canada Transfer.

(f) The Interbake Canada DC Pension Plan in which the Canadian Transferred Employees participate will recognize service and membership of the Canadian Transferred Employees for purposes of eligibility for membership in, vesting, locking-in and all other purposes under the Interbake Canada DC Pension Plan.

(g) Interbake Canada will be responsible for all Liabilities under the Interbake Canada DC Pension Plan. Interbake Canada or a Buyer will be responsible for all Liabilities under the GWL SERP with respect to the participating Transferred Canadian Employee that arise between the closing of the Interbake Canada Transfer and the Closing Date. For the avoidance of doubt, WFB, the WFB DC Pension Plans, the WFB DC SERP and the Other Pension Plans shall have no liability for pension, retirement or ancillary benefits relating to the employment of the Transferred Canadian Employees on and after the closing of the Interbake Canada Transfer and Interbake Canada and the Interbake Canada DC Pension Plan and GWL SERP shall have no liability for pension, retirement or ancillary benefits relating to the employment of the Transferred Canadian Employees prior to the closing of the Interbake Canada Transfer, except in each case for any mutual recognition of continuous service required under applicable pension standards Laws.

(h) Effective as of the closing of the Interbake Canada Transfer, Interbake Canada shall become a participating employer in the WFB Non-Union DB Pension Plan. Effective as of the Closing Date, Interbake Canada shall cause all non-union Canada Employees who participate in the WFB Non-Union DB Pension Plan to cease to participate in such plan. Interbake Canada or a Buyer shall enroll the applicable non-union Canada Employees in the WFB Non-Union DB Pension Plan into the Interbake Canada DC Pension Plan effective as of the Closing Date and Interbake Canada or a Buyer shall provide another form of compensation to ensure that the aggregate retirement benefits of such employees are substantially the same as prior to Closing.

(i) Effective as of the closing of the Interbake Canada Transfer, Interbake Canada shall become a participating employer in the WFB Non-Union DB Pension Plan in relation of two employees who participated in the WFB Non-Union DB Pension Plan prior to the date of the Interbake Canada Transfer. Interbake Canada shall remain a participating employer in the WFB Non-Union DB Pension Plan until the Closing Date, at which time its participation and the participation of its two employees shall terminate immediately without any further action being required from Interbake Canada and the two employees. Interbake Canada shall have no obligation to fund, nor contribute to, any going concern unfunded liability or any solvency or winding-up

liability. Notwithstanding anything to the contrary, this Section 6.9(i) shall survive any termination of this Agreement.

(j) Prior to the Closing, Sellers shall pay in full any and all "withdrawal liability" (within the meaning of section 4201 of ERISA, which shall, for the avoidance of doubt, include any interest included in such liability), owed in respect of the Bakers Local 433 Pension Fund, whether in connection with a complete withdrawal or a partial withdrawal, as determined under ERISA and any other "multiemployer plan" within the meaning of section 3(37) of ERISA that the Companies have ever sponsored, maintained, contributed to, were required to contribute to, or with respect to which any of the Companies have any liability.

(k) Interbake Canada shall use commercially reasonably efforts to obtain an executed acknowledgement from the Transferred Canadian Employee who was a member of the WFB DC SERP prior to the closing of the Interbake Canada Transfer and a member of the GWL SERP between the closing of the Interbake Canada Transfer and the Closing Date, acknowledging that he or she has received any and all amounts owed in full satisfaction of his or her rights and entitlements, including the rights and entitlements of his or her respective spouse or beneficiaries (if any), pursuant to the WFB DC SERP and the GWL SERP for his or her services prior to the Closing Date, as applicable, and that he or she acknowledges and agrees that there exists no further claim or entitlement of any kind whatsoever now or in the future in connection with the WFB DC SERP or the GWL SERP. Prior to the execution of the acknowledgment by such individual, Interbake Canada shall provide Buyers with the form of acknowledgment and five (5) Business Days to review and approve such form of acknowledgement, such approval not to be unreasonably withheld, conditioned or delayed; it being understood that Interbake Canada may take such further acts as reasonably necessary to modify the form of acknowledgement to carry out the intent and accomplish the purposes of this Section 6.9(i) herein and Interbake Canada may proceed to distribute such acknowledgement following the five (5) Business Day review period.

(l) Prior to the Closing, (i) the Sellers and Interbake shall take all actions necessary to withdraw Interbake as a participating employer from the Weston Foods US Inc. 401(k) Plan (the "Weston 401(k) Plan"), and (ii) the Sellers shall take all actions necessary to provide that the US Employees shall become fully vested in any unvested portion of their Weston 401(k) Plan accounts. Sellers agree to provide reasonable advance notice to Buyers to review and comment on copies of all documentation implementing the actions contemplated by clauses (i) and (ii) prior to Closing and all such documentation shall be in form and substance reasonably satisfactory to Buyers. As of the Closing, the Buyers and Interbake shall take such actions necessary to cause the US Employees to participate in a 401(k) Plan established or designated by the Buyers (the "Ambient 401(k) Plan"). As soon as practicable after the Closing Date, the assets of the Weston 401(k) Plan attributable to the accrued benefits of the US Employees shall be transferred in cash and promissory notes evidencing outstanding loans to such employees to the trustee of the Ambient 401(k) Plan. The transfer of assets and liabilities from the Weston 401(k) Plan to the Ambient 401(k) Plan shall conform in all respects with 411(d)(6) and 414(l) of the Code.

(m) Prior to the Closing, Sellers shall have taken the necessary steps in respect of long-term disability benefits provided to any US Employees or Additional US Ambient Employees (and provided Sellers with documentation of such satisfaction), such that, after Closing, Buyers and the

Companies shall not be liable or in any way responsible for any amounts owed under or with respect to such long-term disability benefits.

6.10 Transfer of US Employees. Prior to the Closing, Weston Foods US shall (a) transfer the employment of the Additional US Ambient Employees and any books and records (including personnel files and Forms I-9) relating to such employees to Interbake, and (b) cause Interbake to accept the transfer of such Additional US Ambient Employees and books and records.

6.11 Exclusive Dealing. During the period from the date of this Agreement until the earlier of the Closing Date or the valid termination of this Agreement in accordance with its terms, Sellers shall not and not permit, and shall cause the Companies not to and not permit, and GWL shall cause WFB not to and not permit, any of its respective Affiliates and Representatives to: (a) solicit, assist or initiate discussions or engage in negotiations with any Person (whether such negotiations are initiated by Sellers, WFB, a Company, an Affiliate, a third party or otherwise), other than Buyers or their Affiliates, relating to the possible acquisition or transfer of any material portion of the equity, business or assets of the Transferred Business (whether by way of merger, license, purchase of equity, purchase of assets, loan or otherwise) or a refinancing or recapitalization of the Companies or WFB (solely to the extent related to the Transferred Canadian Business), excluding any discussions related to the Fresh/Frozen Excluded Business and the transactions contemplated by the Fresh/Frozen Purchase Agreement (an "Acquisition Transaction"); (b) provide any incremental or further access to non-public information or documentation with respect to the Transferred Business to any Person who is interested in acquiring the Transferred Business, other than Buyers or their Affiliates or its or their representatives, relating to an Acquisition Transaction (provided, however, that Buyers acknowledge that (x) the Fresh/Frozen Buyer has and will continue to have full access to the Data Room, which includes information related to the Transferred Business, and (y) that certain information related to the Weston Foods Business in its entirety shall be provided to such party in the course of its due diligence and negotiation of a transaction in respect of the Fresh/Frozen Excluded Business (but not the Transferred Business for the avoidance of doubt), and that such continued actions shall not constitute a breach of this Section 6.11 so long as such continued actions are not otherwise taken in connection with facilitating an Acquisition Transaction with the Fresh/Frozen Buyer); or (c) enter into any definitive agreement with any Person, other than Buyers or their Affiliates, effecting an Acquisition Transaction. Sellers shall, and shall cause the Companies to, and GWL shall cause WFB to (and shall cause its respective Affiliates, officers, directors, employees, representatives, consultants, financial advisors, attorneys, accountants or other agents to) immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Buyers or their Affiliates) conducted theretofore with respect to any Acquisition Transaction.

6.12 Pre-Closing Reorganization. GWL and Sellers shall cause (a) the transactions between WFB and Interbake Canada described in Sections 2.2 to 2.6 and Sections 6.7 to 6.9 of this Agreement to be completed in accordance with the terms thereof, and (b) the Pre-Closing Reorganization to be completed in accordance with Steps 12, 15, 17, 21, 22, 23, and 24 of Section 1.1(f) of the Disclosure Schedule, in each case at least five (5) Business Days prior to Closing. Prior to effecting steps 15, 17, 21, 22, 23, and 24 of Section 1.1(f) of the Disclosure Schedule, Buyers shall have sufficient opportunity to review and comment on all material documentation

relating to such steps at least five (5) Business Days prior to the implementation thereof (including the Interbake Canada Transfer Agreement including provisions which will be relevant to land transfer tax payable in respect of the Owned Real Property) and all such documentation shall be reasonably satisfactory to Buyers, having regard to Sections 2.2 to 2.6 and Sections 6.7 to 6.9 of this Agreement, before such steps are effected.

6.13 Financial Statements. Prior to the Closing, Sellers shall deliver to Buyers: (a) monthly unaudited operating results of the Transferred Business for the financial period ended July 17, 2021 and each subsequent financial period, which operating results may include assumptions relating to the allocation of corporate costs which may not be reflective of the Transferred Business on a fully standalone basis, (b) monthly unaudited operating results for the Transferred Business in the standalone enterprise resource planning environment after the completion of the Interbake Canada Transfer, and (c) net asset schedules for the Transferred Business as at October 9, 2021 and for each subsequent period, in each case when such document is available.

6.14 Annuities. Prior to the Closing Date, Sellers shall purchase the aggregate of all immediate and deferred annuities payable to all Transferred Employees who have accrued deferred vested defined benefits under a defined benefit provision of a WFB pension plan, including for greater certainty the WFB Non-Union DB Pension Plan, and of any of the GWL pension plans under an insurance policy purchased from an insurance company (authorized to carry on life insurance business in Canada) by or on behalf of WFB to settle and discharge the defined benefit entitlements of the relevant Transferred Employees.

6.15 Benefit Plan Documentation. Sellers shall provide Buyers with all material documentation, including pricing relating to the following agreements and five (5) Business Days to review and confirm that such documentation is reasonably satisfactory to Buyers, following which period the documentation may be executed: (a) the establishment of new Transferred Employees' health, welfare and benefit plans effective on the closing of the Interbake Canada Transfer, including for greater certainty the Interbake Canada Benefit Plans; (b) the establishment of the Interbake Canada DC Pension Plan on the closing of the Interbake Canada Transfer; and (c) any other benefit plan, including perquisites, but other than equity based plans, to be established for the benefit of the Transferred Employees.

6.16 Group RRSP. Sellers shall, to the extent requested by a Transferred Employee, arrange that all amounts credited to the account of each individual Transferred Employee in the GWL RRSP be transferred to the group registered retirement savings plan established, effective on the Closing Date, by Buyers for the benefit of the Transferred Employees.

6.17 Outstanding Retention Amount. Sellers shall promptly pay to Buyers the Outstanding Retention Amount, if any, when it becomes due, which amount shall be disbursed by Buyers in accordance with Section 7.2(e). The Parties intend that any amounts payable by Sellers to Buyers under this Section 6.17 shall be treated as an adjustment to the purchase price (for Tax purposes) of the Interbake Equity Interests and the Interbake Canada Shares, as applicable, with any such adjustments made in accordance with the principles of Section 2.10.

6.18 Transfer of Hedging Instruments. Sellers shall cause the steps set forth in Section 4.7(a)(xii) of the Disclosure Schedule in respect of the Hedging Instruments to be completed.

6.19 Section 280G Payments. Sellers shall not take any action, make any payment or provide any benefit that could, alone or in connection with any other action, payment or benefit, result in any Transferred Employee receiving an excess parachute payment within the meaning of Section 280G of the Code in connection with the change in the ownership or effective control or the ownership of a substantial portion of the assets of WFUH (as such terms are used in Section 280G of the Code).

ARTICLE 7

POST-CLOSING COVENANTS

7.1 Preservation of Records; Post-Closing Access and Cooperation.

(a) For a period of seven (7) years after the Closing Date, Buyers shall, and shall cause the Companies to, preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records (including any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations) relating to the conduct of the Transferred Business and the ownership or operation of the Purchased Assets and the Companies prior to the Closing Date. On and after the end of such period, Buyers shall, and shall cause their respective Affiliates, to provide Sellers with at least ten (10) Business Days prior written notice before destroying, altering or otherwise disposing any such books and records, during which period Sellers may elect to take possession, at its own expense, of such books and records. Notwithstanding the foregoing, Buyers shall cause the Companies to retain the books and records with respect to Tax matters that are in the possession of the Companies at the Closing until the expiration of the applicable statute of limitations, including any extensions thereof.

(b) Buyers shall, and shall cause the Companies to, after the Closing Date, afford to Sellers and their respective Representatives reasonable access during normal business hours to (i) the books and records (including for the purpose of examining and copying) relating to the conduct of the Transferred Business and the ownership or operation of the Purchased Assets and the Companies prior to the Closing Date; (ii) personnel of Buyers, the Companies and their respective Affiliates for purposes of better understanding such books and records; and (iii) any Tax Returns that are related to a Pre-Closing Period but are to be filed after the Closing Date or that relate to a Straddle Period, in each case, solely of the Companies, in the case of each of clauses (i) through (iii), to the extent reasonably requested by a Seller, including (A) for the purpose of preparing any Tax Returns or financial statements, (B) as may be reasonably necessary or required pursuant to applicable Law or any audit request, subpoena or other investigative demand by any Governmental Authority or for any Actions (unless Buyers and their Affiliates is party to such Action and such disclosure would be adverse to Buyers and their Affiliates, in which case the normal rules of evidence and discovery shall apply) or in connection with the Competition Litigation, and (C) any other reasonable purpose other than against Buyers or their Affiliates (including the Companies); provided, that nothing herein shall require Buyers or their Affiliates (including the Companies) to provide access or to disclose any information to Sellers if such access or disclosure would be in

violation of Law applicable to Buyers or their Affiliates or the terms of any Contract to which any of Buyers or a Company is party or by which their respective assets are bound.

(c) Notwithstanding anything to the contrary herein, Buyers hereby agree and acknowledge that Sellers and GWL shall be permitted to retain copies of all books and records pertaining to the Transferred Business that are reinsured by Glenmaple Reinsurance Co. Ltd. and as contemplated by the Access Agreement.

(d) In the event that Buyers, the Companies or any of their respective successors or assigns (i) consolidates with or merges into any other Person, or (ii) transfers all or a material portion of its properties or assets to any Person, then, in each case, Buyers shall cause the successors and assigned of Buyers or such Company, as the case may be, to expressly assume and be bound by the obligations set forth in this Section 7.1.

(e) Upon the reasonable request of a Buyer or a Seller, each Party will on and after the Closing Date execute and deliver to the other Parties such other documents, assignments and other instruments as may be reasonably required to effectuate completely the transactions contemplated by this Agreement and the Related Agreements, and to effect and evidence the provisions of this Agreement and the Related Agreements and the transactions contemplated hereby and thereby; provided, however, that such documents, assignments and other instruments shall not increase the liability or obligations of the executing party beyond those which are contemplated by this Agreement and the Related Agreements.

7.2 Employees and Benefits – Transferred Employees.

(a) For a period of one (1) year following the Closing Date (or, if shorter, the applicable Transferred Employee's period of employment), Buyers shall, or shall cause the Companies to, provide to each Transferred Employee who is not covered by a Collective Agreement (i) a base salary or base wage rate that is not less than the base salary or base wage rate provided to such Transferred Employee immediately prior to the Closing, (ii) cash variable/incentive/bonus pay opportunities that are substantially similar in value (excluding any value attributable to change-in-control, retention, equity or equity-based compensation) to those provided to such Transferred Employee immediately prior to the Closing, (iii) other benefit plans and arrangements (excluding change-in-control, retention, equity and equity-based, and defined benefit plans and arrangements) that are substantially similar to those provided to such Transferred Employee immediately prior to the Closing Date and (iv) recognition of each Transferred Employee's service with WFB, the Companies, and Weston Foods US for all purposes, subject to Section 7.2(d); provided, that no such service shall be recognized to the extent such recognition would result in the duplication of benefits. Notwithstanding the foregoing, this Section 7.2 shall not limit the obligation of any of Buyers or the Companies to comply with Laws or to maintain any compensation arrangement or Buyer Plan in effect. No provision of this Agreement, including, without limitation, Section 6.10 and this Section 7.2, shall be construed (A) as a guarantee of employment, continued employment or any term or condition of employment of any Transferred Employee for any specified period following the Closing, (B) so as to prohibit Buyers or the Companies from having the right to terminate the employment of any Transferred Employee, or (C) to limit in any way the right of Buyers or any of their Affiliates to amend or terminate any Benefit Plan at any time. Notwithstanding the foregoing, nothing herein shall prevent Buyers or any of their Affiliates

(including the Companies) from adjusting the compensation or benefits of any Transferred Employee if a Buyer or its Affiliate (as applicable) deems, in its reasonable judgment, that such adjustments are necessary due to the business impact of COVID-19, but only to the extent such actions are reasonably necessary, in the reasonable judgment of Buyers or their Affiliates (including the Companies), to preserve the Transferred Business or to comply with applicable Law.

(b) From and after the Closing, the compensation and benefits of Transferred Employees who are covered by a Collective Agreement shall be provided in accordance with the applicable agreement and the Companies shall assume (to the extent they are not already parties thereto) and continue to honor the applicable agreement in accordance with its terms.

(c) To the extent applicable with respect to employee benefit plans, programs and arrangements that are established or maintained by Buyers and their Affiliates (including, for periods after the Closing) or the Companies for the benefit of any Transferred Employees (each, a "Buyer Plan"), Buyers shall use commercially reasonable efforts to give credit to Transferred Employees (and their eligible dependents) for their service with the Companies, WFB and Weston Foods US, as applicable (i) for all purposes to the extent such service was taken into account under a corresponding Benefit Plan immediately prior to the Closing, and (ii) for purposes of satisfying any waiting periods, evidence of insurability requirements, or the application of any pre-existing condition limitations, and shall be given credit for amounts paid under a corresponding Benefit Plan during the same period for purposes of applying deductibles, copayments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the Buyer Plans. For greater certainty, and as provided for in Section 7.2(b), Buyers and the Companies will comply with all pension and benefit provisions in the applicable Collective Agreements. Notwithstanding the foregoing provisions of this Section 7.2(b), service and other amounts shall not be credited to Transferred Employees (or their eligible dependents) to the extent the crediting of such service or other amounts would result in duplication of benefits.

(d) At the Closing, Sellers will provide to Buyers a list of the number and site of employment of any employees of the Companies or Weston Foods US or any of its Affiliates who have experienced or will experience an employment loss or layoff (as defined under the WARN Act) within 90 days prior to the Closing and who are located at a site of employment where Transferred Employees will be located following the Closing, along with the date of the employment loss or layoff. Buyers shall not, and shall cause the Companies to not, at any time prior to sixty (60) days after the Closing Date, effectuate a "plant closing," "mass layoff," "mass termination," "group termination" or "collective dismissal" as those terms are defined in the WARN Act or in applicable provincial Law, as the case may be, affecting in whole or in part any facility, site of employment, operating unit or Transferred Employee that, in each case, causes the Sellers to incur any liability under the WARN Act. Buyers and the Companies will bear the cost of compliance with (or failure to comply with) any such Laws, except to the extent resulting from any error or omission in the list provided by Sellers pursuant to the first sentence of this Section 7.2(d).

(e) Each of the Parties hereto shall use their respective reasonable best efforts, including by providing necessary services or assistance under the Transition Services Agreement – Fresh/Frozen and the Transition Services Agreement – Ambient, in each case to the extent applicable, to ensure that (i) the Employee Closing Payment Amount is disbursed to such

Transferred Employees and in such amounts as is set forth on Section 1.1(b) of the Disclosure Schedule as promptly as reasonably practicable following the Closing and (ii) that such amount is properly processed, including the collection and remittance of all applicable withholding Taxes.

(f) Notwithstanding the preceding provisions of this Section 7.2, this Agreement (including, without limitation, this Section 7.2 and Section 6.10) is not intended to and shall not (i) create any third party beneficiary rights in any current or former employee, director, officer or independent contractor of WFB, the Companies or Weston Foods US, including any right to enforce the provisions of this Section 7.2 or Section 6.10, (ii) amend or waive any Benefit Plan, Interbake Canada Benefit Plan, Interbake Canada DC Pension Plan or Buyer Plan or (iii) provide any Transferred Employee with any new or additional rights to continued employment, severance pay or similar benefits following any termination of employment.

7.3 Public Announcements. No Party shall, and each Party shall cause its respective Representatives not to, issue any press release or otherwise make any public statements or disclosures with respect to this Agreement, including the terms hereof, and the transactions contemplated hereby and by the Related Agreements, except: (a) with the prior written consent of each of Buyers and Sellers; (b) to the extent required by applicable Law or the rules of any securities exchange on which a Party's or a Party's Affiliates securities are traded (in which case the Party issuing such press release or making such public statement shall, if practicable in the circumstances, use commercially reasonable efforts to allow the other Parties reasonable time to comment on such release or statement in advance of its issuance and will consider in good faith the advice of such other Party or Parties with respect thereto); (c) for announcements by Sellers, on the one hand, or Buyers and their Affiliates, on the other hand, from time to time to their respective employees, customers, suppliers, and other business relations and otherwise as they may reasonably determine is necessary (including to comply with applicable Law, this Agreement and the transactions contemplated hereby and by the Related Agreements or any other agreement to which they are party) (in which case the Party making such announcement shall, if practicable in the circumstances, use commercially reasonable efforts to allow the other Parties reasonable time to comment on such announcement and will consider in good faith the advice of such other Party or Parties with respect thereto to the extent the announcement contains information not included in any joint press release issued by the Parties) or (d) for communications by Buyers and their Affiliates to the Debt Financing Sources in connection with the arrangement of the Debt Financing and Alternative Financing. Notwithstanding the foregoing, (i) Buyers acknowledge and agree that GWL may issue press releases and make public statements regarding the sale of the Fresh/Frozen Excluded Business pursuant to the Fresh/Frozen Purchase Agreement and (ii) Buyers and GWL shall cooperate in good faith to prepare a joint press release to be issued on the Closing Date, the terms of which shall be mutually agreed upon by the Parties.

7.4 Indemnification of Directors and Officers.

(a) For six (6) years from and after the Closing Date, Buyers shall, and shall cause the Companies to, jointly and severally, indemnify and hold harmless all of the past and present managers, officers and directors of the Transferred Business to the same extent such persons are indemnified by WFB or the Companies, as applicable, as of the date hereof pursuant to the Governing Documents of such Person or any agreement between WFB or the Companies, as applicable, and such manager, officer or director (to the extent such agreement was made available

to Buyers prior to the date of this Agreement), for acts or omissions occurring at or prior to the Closing Date, and Buyers shall not, and shall cause the Companies not to, amend, repeal or modify any provision in the Governing Documents of the Companies, or any agreement with such officer or director relating to the exculpation or indemnification of former managers, officers and directors as in effect immediately prior to the Closing Date.

(b) In addition to the other rights provided for in this Section 7.4 and not in limitation thereof (and without in any way limiting or modifying the obligations of any insurance carrier contemplated by this Section 7.4), from and after the Closing Date, Buyers shall, and shall cause Interbake (each, a "D&O Indemnifying Party") to, to the fullest extent permitted by Law, (a) jointly and severally indemnify and hold harmless (and release from any liability to Interbake), the individuals who, on or prior to the Closing Date, were managers, officers, or directors of the Transferred Business or served on behalf of the Transferred Business as a manager, officer, director, or employee or agent of WFB's or any of Interbake's current or former subsidiaries or Affiliates (each, a "Covered Affiliate" or any of their predecessors) (each, a "D&O Indemnitee") against all D&O Expenses, Losses, claims, damages, judgments or amounts paid in settlement ("D&O Costs") in respect of any threatened, pending or completed Action, whether criminal, civil, administrative or investigative, based on or arising out of or relating to the fact that such Person is or was a manager, director, or officer of the Transferred Business or Covered Affiliates or any of their predecessors arising out of acts or omissions occurring on or prior to the Closing Date (excluding in respect of acts or omissions in connection with this Agreement and the transactions contemplated hereby) (a "D&O Indemnifiable Claim"), provided that (i) such D&O Indemnitee acted honestly and in good faith with a view to the best interests of Interbake or the applicable Covered Affiliate, and (ii) in the case of a criminal or administrative Action that is enforced by a monetary penalty, such D&O Indemnitee had reasonable grounds for believing that such D&O Indemnitee's conduct was lawful and (b) advance to such D&O Indemnitees all D&O Expenses incurred in connection with any D&O Indemnifiable Claim (including in circumstances where the D&O Indemnifying Party has assumed the defense of such claim) promptly after receipt of reasonably detailed statements therefor. Any D&O Indemnifiable Claim shall continue until such D&O Indemnifiable Claim is disposed of or all judgments, orders, decrees or other rulings in connection with such D&O Indemnifiable Claim are fully satisfied. For the purposes of this Section 7.4(b), "D&O Expenses" shall include reasonable attorneys' fees and all other reasonable costs, charges and expenses paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, to be a witness in or participate in any D&O Indemnifiable Claim, but shall exclude Losses, judgments and amounts paid in settlement (which items are included in the definition of D&O Costs).

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.4 shall survive the consummation of the Closing indefinitely. In the event that Buyers, a Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person, or (ii) transfers all or substantially all of its properties or assets to any Person, then, and in each case, Buyers shall cause the successors and assigns of Buyers or such Company, as the case may be, to expressly assume and be bound by the obligations set forth in this Section 7.4.

(d) The obligations of Buyers and the Companies under this Section 7.4 shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnitee to whom this Section 7.4 applies without the written consent of such affected D&O Indemnitee.

(e) From and after the Closing, if any D&O Indemnitee brings a claim against a Seller or any of such Seller's Affiliates in respect of a D&O Indemnifiable Claim, Buyers shall indemnify such Seller or its Affiliate, as applicable, against, be liable to such Seller or its Affiliate, as applicable, for and hold such Seller or its Affiliate, as applicable, harmless from, any and all Losses incurred or suffered by such Seller or its Affiliate, as applicable, relating to any such D&O Indemnifiable Claim.

7.5 Tax Matters.

(a) Subject to Section 7.5(f) hereof, all federal, state, provincial, local, transfer, excise, sales, use, value added, registration, stamp, recording, property and similar Taxes or fees resulting from the transfer of the Equity Interests as contemplated by this Agreement shall be paid by Buyers, except for any Taxes arising in connection with the Pre-Closing Reorganization (other than transfer Taxes incurred in respect of step 15 of Section 1.1(f) of the Disclosure Schedule), which shall be paid solely by the Sellers and their Affiliates, as applicable.

(b) Sellers, as applicable, shall prepare, or cause to be prepared, all income Tax Returns of the applicable Companies for any taxable period ending on or prior to the Closing Date which are required to be filed after the Closing, to the extent not filed on or prior to the Closing Date (and for greater certainty, any such income Tax Return of the applicable Companies will be signed by a Person that Buyers have authorized to represent the applicable Company with respect to Tax matters). Subject to Section 7.5(f), such income Tax Returns shall be prepared and filed in accordance with past practices of the applicable Company (to the extent consistent with applicable Law), or, in the case of Interbake Canada, WFB, GWL and GWL's predecessors (to the extent permitted under applicable Law), the transactions set out in Section 1.1(f) of the Disclosure Schedule in respect of the Pre-Closing Reorganization and applicable Laws. Sellers shall provide to Buyers for their review a draft of each such income Tax Return no later than thirty (30) days prior to the due date for filing such income Tax Return with the appropriate Governmental Authority (taking into account any valid extensions of time to file such Tax Returns). A Buyer shall notify Sellers in writing within fifteen (15) days after delivery of the relevant income Tax Return if it has any comments with respect to items set forth in such income Tax Return and Sellers shall incorporate such reasonable comments in good faith. Sellers and Buyers shall negotiate in good faith to resolve any disputes with respect to the relevant income Tax Return set forth in the written comments described in this Section 7.5(b), but if they do not reach a final resolution within fifteen (15) days after the delivery of the written comments, Sellers and Buyers shall submit such dispute to the Accounting Firm, which shall be instructed to determine and report to the parties upon resolution of such dispute as soon as possible and in any event within thirty (30) days after such submission. The relevant income Tax Return shall be filed in accordance with the determination of the Accounting Firm.

(c) Buyers shall prepare, or cause to be prepared, all other Tax Returns of the Companies for any Pre-Closing Period or any Straddle Period which are required to be filed after the Closing Date, to the extent not filed on or prior to the Closing Date (and for greater certainty,

any Tax Return of the Companies relating to a Pre-Closing Period or Straddle Period but filed after the Closing Date will be signed by a Person that Buyers have authorized to represent the applicable Company with respect to Tax matters). Subject to Section 7.5(f), such Tax Returns shall be prepared and filed in accordance with past practices of the applicable Company (to the extent consistent with applicable Law), or, in the case of Interbake Canada, WFB, GWL and GWL's predecessors (to the extent permitted under applicable Law), the transactions set out in Section 1.1(f) of the Disclosure Schedule in respect of the Pre-Closing Reorganization and applicable Laws. Buyers shall provide to Sellers for their review a draft of each such income Tax Return no later than thirty (30) days prior to the due date for filing such income Tax Return with the appropriate Governmental Authority. Sellers shall notify Buyers in writing within fifteen (15) days after delivery of the relevant income Tax Return if they have any comments with respect to items set forth in such income Tax Return and Buyers shall consider such reasonable comments in good faith. Sellers and Buyers shall negotiate in good faith to resolve any disputes with respect to the relevant income Tax Return set forth in the written comments described in this Section 7.5(c), but if they do not reach a final resolution within fifteen (15) days after the delivery of the written comments, Sellers and Buyers shall submit such dispute to the Accounting Firm, which shall be instructed to determine and report to the parties upon resolution of such dispute as soon as possible and in any event within thirty (30) days after such submission. The relevant income Tax Return shall be filed in accordance with the determination of the Accounting Firm.

(d) The Companies, Buyers and Sellers, as applicable, shall use commercially reasonable efforts to cooperate, and shall cause their respective Representatives to use commercially reasonable efforts to cooperate, at the expense of the requesting party, in preparing and filing all Tax Returns of the Companies and with respect to the Purchased Assets, relating to any Pre-Closing Period or Straddle Period and all Tax Returns to be filed pursuant to Section 7.5(g) (and giving effect to the election described in Section 7.5(e)), including maintaining and making available to each other all records reasonably necessary in connection with Taxes of (i) the Companies relating to any Pre-Closing Period or Straddle Period and (ii) the Transferred Canadian Business, and in resolving all disputes and audits with respect to all such periods ending on or before the Closing Date and Straddle Periods.

(e) WFUH shall cause Interbake to timely and validly file (via certified mail, return receipt requested) before the Closing Date an entity classification election (under IRS Form 8832 or its successor) to treat Interbake as an entity disregarded from its owner, WFUH, for U.S. federal income tax purposes, with such election effective no later than the day prior to the Closing Date. WFUH will provide Buyers prior to the Closing Date a copy of such election and proof of mailing. The Parties intend that the purchase of the Transferred Equity Interests will be treated for U.S. federal income tax purposes as the purchase of the assets of Interbake, and the Parties shall not take any position or action inconsistent with such intended tax treatment. WFUS shall cause Interbake to not own any assets through an entity that is treated as a corporation for U.S. federal income tax purposes at any time prior to and including the Closing Date.

(f) Notwithstanding anything to the contrary in this Agreement, Buyers shall not file nor permit or allow the Companies to file any amended income Tax Return of the Companies solely with respect to Pre-Closing Periods or Straddle Periods without the prior written consent of Sellers (which shall not be unreasonably withheld, conditioned, or delayed), unless such refiling

(i) is required by applicable Law or upon resolution of an audit as reasonably determined by Buyers or (ii) such refiling would not reasonably be expected to increase the Income Taxes of the Companies under this Agreement or otherwise. If Buyers determine that such refiling is necessary pursuant to this Section 7.5(f), then Buyers will notify Sellers of their intent to file an amended Tax Return of the applicable Company with respect to Pre-Closing Periods or Straddle Periods within a reasonable amount of time after such determination. Notwithstanding anything to the contrary in this Agreement, the HFS Canadian Buyer or any of its Affiliates shall be entitled to make an election under Section 338(g) of the Code (or any comparable election under state or local Tax law) in connection with the transactions set forth in this Agreement without the prior written consent of the Sellers.

(g) The Parties intend that the portion of the Purchased Assets that relates to the ambient business carried on by WFB which was transferred by WFCI to WFB pursuant to the Asset Purchase Agreement dated July 11, 2021 between WFCI, a predecessor corporation amalgamated into GWL, and WFB (the "APA") will also be transferred (in addition to any other property of WFB that relates to the ambient business) from WFB to Interbake Canada as part of the Pre-Closing Reorganization. The Parties agree that such portion of the foregoing assets which is "eligible property", as defined in subsection 85(1.1) of the Tax Act (any such property which is "eligible property" referred to herein as "Rollover Assets"), will be transferred pursuant to subsection 85(1) of the Tax Act and any provincial equivalent of such election and that, in such elections, Sellers will determine the elected amount with respect to these Rollover Assets, based upon, and in accordance with, the principles mutually agreed upon by the Parties, and WFB and Interbake Canada will use such amount when preparing and filing such elections, provided such elected amounts are determined in accordance with the aforementioned principles. Draft election forms of all such elections, drafted in accordance with the foregoing principles, shall be provided to Buyers for their review and comment no later than 45 days after the date of such transfer.

(h) Straddle Periods. The amount of any ad valorem and property or similar Taxes with respect to the Purchased Assets or the assets of the Companies for a Straddle Period which relate to the Pre-Closing Period will be deemed to be the amount of such Taxes for the entire Taxable period multiplied by a fraction, the numerator of which is the number of days in the portion of the Taxable period as of the end of the day on the Closing Date and the denominator of which is the number of days in such Straddle Period. The amount of any other Taxes of the Companies that are based upon or measured by income, gain, loss, activity, or the level of any item shall be allocated to the Pre-Closing Period based on an interim closing of the books method as of the end of the day on the Closing Date. Exemptions, allowances or deductions for assets that are placed into service prior to the Closing and that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned on a daily basis.

(i) Tax Sharing Agreements. All Tax sharing agreements or similar agreements with respect to or involving the Companies shall be terminated prior to the Closing and, after the Closing, the Companies shall not be bound thereby or have any liability thereunder.

(j) Tax Disputes. As promptly as practicable after Buyers receive notice of any instituted or asserted audit, litigation or other proceeding relating to Taxes for which the Sellers would be fully or partially liable pursuant to this Agreement, but in any event no later than fifteen (15) Business Days after receiving notice of such audit, litigation or other proceeding, Buyers shall

give written notice thereof to Sellers, and likewise, as promptly as practicable after the Sellers receive notice of any instituted or asserted audit, litigation or other proceeding relating to Taxes for which Sellers would be fully or partially liable pursuant to this Agreement or which could be imposed upon the Companies, but in any event no later than fifteen (15) Business Days after receiving notice of such audit, litigation or other proceeding, Sellers shall give written notice thereof to Buyers (a "Tax Proceeding"); provided, however, the failure of Buyers to timely give notice as required under this Section 7.5(j) shall not preclude Buyers from obtaining indemnification in respect of the Tax Proceeding, except to the extent (if any) that Sellers are materially and adversely prejudiced thereby. The following rules shall apply to Tax Proceedings:

(i) if the Tax Proceeding is with respect to Taxes for which Sellers would be solely liable pursuant to this Agreement, Sellers shall have the right, by written notice to Buyers given not later than fifteen (15) Business Days after receipt of the notice of the Tax Proceeding, to assume control of the Tax Proceeding, in which case, (i) the Sellers shall pay for all costs and expenses of the investigation and defense of the Tax Proceeding, and (ii) the Sellers shall reimburse Buyers for all reasonable, out-of-pocket costs and expenses incurred by Buyers or the Companies in connection with the investigation and defense of the Tax Proceeding prior to the date the Sellers validly exercised their right to assume the defense of the Tax Proceeding;

(ii) if the Tax Proceeding is with respect to Taxes for which the Sellers would only be partially liable under this Agreement, such Tax Proceeding shall be jointly controlled by the Sellers and Buyers, provided the Sellers elect in writing not later than fifteen (15) Business Days after receipt of the notice of the Tax Proceeding to exercise this right of joint control, absent which, Buyers shall exclusively control such Tax Proceeding. If the Sellers elect to exercise their right to jointly control the Tax Proceeding pursuant to Section 7.5(j)(i), then (i) each Party shall pay for its own costs and expenses of the investigation and defense of the Tax Proceeding, (ii) the Sellers shall reimburse Buyers for all reasonable, out-of-pocket costs and expenses incurred by Buyers or the Companies in connection with the investigation and defense of the Tax Proceeding prior to the date the Sellers validly exercised their right to assume joint control of the Tax Proceeding, and (iii) Buyers shall reimburse the Sellers for all or any portion of any reasonable, out-of-pocket costs and expenses incurred by the Sellers or their Affiliates on behalf of Buyers or the Companies in connection with the investigation and defense of the Tax Proceeding with respect to Taxes for which the Sellers would not be liable under this Agreement;

(iii) if the Sellers elect not to exercise their right to exclusively or jointly control a Tax Proceeding, as applicable, Buyers will provide the Sellers a reasonable opportunity to comment on any representations or submissions proposed to be made to a Governmental Authority in respect of such Tax Proceeding and to attend any meeting with any such Governmental Authority with respect to such matters;

(iv) if the Sellers are entitled to and do assume the right to exclusively control a Tax Proceeding pursuant to Section 7.5(j) hereof, the Sellers will provide Buyers a reasonable opportunity participate in such Tax Proceedings and to comment on any representations or submissions proposed to be made to a Governmental Authority in respect of such Tax Proceeding and to attend any meeting with any such Governmental Authority with respect to such matters;

(v) in no case shall a Tax Proceeding be compromised, settled or remedied without the consent of both the Sellers and Buyers, which consent shall not be unreasonably withheld or delayed;

(vi) to the extent payment has not already been made by the Sellers to Buyers or the Companies, should Buyers or the Companies be required by the relevant assessing authority to pay any amount in respect of such Tax Proceeding, forthwith upon request therefor, the Sellers will pay to Buyers or the Companies the portion of the amount such Person is required to pay to such Governmental Authority for which the Sellers would be liable under this Agreement. Should the Sellers fail to pay such amount within 30 days after receipt of written request to do so, the right of the Sellers to have any control or participate regarding the contesting of such Tax Proceeding will cease; and

(vii) within five (5) Business Days of a final determination of such Tax Proceeding (including all related costs and expenses), Sellers shall pay to Buyers the full amount owing to Buyers to the extent that such amounts have not been previously paid. If upon such final determination, any amount previously paid by the Sellers under Section 7.5(j)(vi) is no longer owing to the relevant assessing authority and has been refunded to Buyers or the Companies by the relevant assessing authority, then such amount paid by Sellers will promptly be repaid by Buyers or such Company.

(k) Sellers shall be entitled to any net Tax refunds or credits in lieu of a refund, other than Buyer Refunds, that are received in cash (whether by actual receipt of a cash tax refund or an actual reduction in cash Taxes due and owing, in each case, determined on a "with" and "without" basis) by the Buyers or their respective Affiliates attributable to Taxes paid by the Sellers or the Companies solely with respect to any Pre-Closing Period ("Refund"), and the Buyers shall or shall cause their respective Affiliates, as applicable, to pay over to the Sellers any such Refund (or in the case of a credit, the amount thereof) within ten (10) days of actual receipt of such Refund (as determined pursuant to this Section 7.5(k)), net of any costs incurred in order to obtain such Refund. After the Closing and at the written request of the Sellers, the Buyers shall cause their respective Affiliates to continue to work in good faith and use their commercially reasonable efforts to diligently prosecute any Refund claims that the Sellers are entitled to pursuant to this Section 7.5(k) in order to legally obtain any such Refund. Any payment made to the Sellers pursuant to Section 7.5(k) shall be treated as a dollar-for-dollar increase in the Purchase Price (including the purchase price for Tax purposes) with any such adjustments made in accordance with the principles of Section 2.10 except to the extent such Refund has already been taken into account in the calculation of the Purchase Price. Notwithstanding anything to the contrary herein, all other refunds or credits of Taxes of the Companies shall be for the account of the Buyers and their respective Affiliates (including the Companies following the Closing).

7.6 Seller Guarantees. From and after the date of this Agreement, Buyers shall cooperate with Sellers in obtaining, and shall use its reasonable best efforts to (a) obtain, as of the Closing, (i) a full and unconditional release of Sellers and their respective Affiliates from any liability in respect of the letters of credit listed on Section 7.6(a) of the Disclosure Schedule entered into or granted by Sellers or any of their respective Affiliates in relation to or arising out of any Liabilities of WFB (with respect to the Transferred Canadian Business) and the Companies and (ii) replacement letters of credit in favor of third party creditors who are beneficiaries of such

letters of credit and (b) obtain, as of the Closing, a full and unconditional release of Sellers and their respective Affiliates from any liability in respect of all other Seller Guarantees, including by Buyers agreeing to provide replacement guarantees or other security in favor of any third party creditor who is a beneficiary of any such Seller Guarantee (to the extent necessary to effect such full and unconditional release); provided, however, that any such release must be effected pursuant to documentation in form and substance reasonably acceptable to Sellers. If any release relating to a Seller Guarantee referred to in clause (a) and clause (b) of the immediately preceding sentence has not been obtained at the Closing notwithstanding Buyers' reasonable best efforts to obtain such release, following the Closing (y) Buyers shall continue to use their reasonable best efforts to release Sellers and their respective Affiliates from any liability in respect of all such Seller Guarantees as soon as practicable after the Closing and (z) Buyers shall indemnify Sellers and their respective Affiliates against, be liable to Sellers and their respective Affiliates for, and hold Sellers and their respective Affiliates harmless from any and all Losses incurred or suffered thereby to the extent arising from and after the Closing out of any Seller Guarantee. Buyers agree that, with respect to any Seller Guarantee described in clause (ii) above, its reasonable best efforts shall include, if requested, the execution and delivery by Buyers, or by an Affiliate of Buyers acceptable to the beneficiary of such Seller Guarantee, of a replacement guarantee that is substantially in the form of such Seller Guarantee. All costs and expenses incurred in connection with the release or substitution of the Seller Guarantees pursuant to this Section 7.7 shall be borne by Buyers.

7.7 GWL Names.

(a) Buyers acknowledge that the GWL Names are and shall remain the property of Sellers or their respective Affiliates and that, subject to Section 7.7(c), nothing in this Agreement shall transfer, or shall operate as an agreement to transfer any right, title or interest in the GWL Names to Buyers or any Affiliate of Buyers.

(b) Subject to Section 7.7(c), Sellers are not granting Buyers a license to use, and neither Buyers nor any of their Affiliates shall have any right, title or interest in or to, the GWL Names after the Closing.

(c) Sellers grant to Buyers pursuant to this Section 7.7(c) a limited, non-exclusive, non-sublicensable (except as to an Affiliate or a subcontractor in connection with Buyers' performance under this Agreement), non-transferrable (except as permitted in Section 11.5), royalty-free, transition Trademark license solely for the uses and subject to the restrictions set forth below:

(i) Buyers may retain and access books and records of the Transferred Business without deletion or removal of the GWL Names previously placed in these books and records, including digital archives and back-up copies of books, records, communications and other data;

(ii) subject to Section 7.7(f), Buyers may make factual, historical references to the GWL Names in written form (excluding logos or designs) if reasonably necessary in any reports or filings; provided that (A) such references fairly and accurately describe the history of the Transferred Business, (B) such references are included solely to fairly and accurately describe the operations of the Transferred Business prior to the transactions contemplated in this Agreement and (C) Buyer obtains the prior written consent of Sellers, which consent may not be unreasonably withheld or delayed, to make such references (it being understood and agreed that if Sellers provide

approval of such a reference, then Buyer and its Affiliates shall be able to continue to make the approved reference in substantially the same manner without having to obtain the further approval of Sellers for each such reference);

(iii) subject to Section 7.7(f), Buyers may use the GWL Names in the Transferred Business solely for the purpose of transitioning the GWL Names after the Closing;

(iv) except as otherwise permitted by the licenses granted in this Agreement, Buyers shall use commercially reasonable efforts to discontinue all other use by Buyers of all GWL Names as soon as practicable following the Closing, but in any event no later than twelve (12) months following the Closing Date;

(v) as soon as reasonably practicable following the Closing, but in any event no later than twelve (12) months following the Closing Date, Buyers shall, and shall cause all of their applicable Affiliates (including Interbake and Interbake Canada) to cease use of any remaining stationery, purchase order forms, invoice forms, receipt forms or other similar document containing any reference to the GWL Names; provided that Buyers may make continuing use of such material during the twelve (12)-month period after the Closing Date to wind down current inventory of physical materials and to work through a reasonable work plan for the modification of digital materials to delete GWL Names;

(vi) as soon as reasonably practicable following the Closing, but in any event no later than twelve (12) months following the Closing Date, Buyers and their Affiliates shall cease and desist from the use of the GWL Names from all physical premises and physical signs that are owned or used by the Companies;

(vii) except as otherwise permitted by the licenses granted in this Agreement, following the Closing Date, no brochures, leaflets or similar documents and no other materials containing any reference to the GWL Names shall be printed, ordered or produced by or on behalf of Buyers or any of their Affiliates (including the Companies) and, with respect to existing brochures, leaflets or similar documents and other materials containing a reference to the GWL Names, Buyers shall use their reasonable best efforts to ensure that, as soon as reasonably practicable but in no event later than twelve (12) months following the Closing Date, such references in such documents are removed, modified or covered up in an appropriate manner;

(viii) Buyers shall ensure that, from and after the Closing, no stocks, goods, products, services or software are ordered, manufactured, produced, provided or sold (other than stocks, goods, products, services or software that, at Closing, have been ordered or are in the process of being manufactured, produced, provided or sold) by or on behalf of Buyers or any of their Affiliates (including the Companies) shall display any GWL Names; and

(ix) Buyers' use of the GWL Names shall be limited to use in the same manner in all material respects as used in the Transferred Business as conducted prior to the Closing Date and in compliance with applicable Law, or as otherwise permitted under this Section 7.7.

(d) Buyers agree that neither they nor any of their Affiliates shall acquire any rights whatsoever in the GWL Names by virtue of their use of the GWL Names, other than the rights

granted in this Agreement, during this transition period, and that all use of the GWL Names and all goodwill generated thereby during this transition period shall inure solely to the benefit of Sellers and their Affiliates. Buyers shall, and shall cause their Affiliates (including the Companies) to, ensure that all uses of the GWL Names as provided in this Section 7.7 shall be only with respect to goods and services of a level of quality equal to or greater than the quality of goods and services with respect to which the GWL Names were used in the Transferred Business prior to the Closing. Buyers and their Affiliates shall not use the GWL Names in a manner that may reasonably be expected to (A) reflect negatively on GWL, the Sellers or their respective Affiliates or the GWL Names, or (B) directly or indirectly depreciate the value of the goodwill attached to the GWL Names.

(e) Except in connection with allegations that the GWL Names or their use (when not combined with other elements that are not GWL Names) is copyright infringement, trademark infringement or passing off (in which case no indemnity is given by Buyer), Buyers shall indemnify and hold harmless Sellers and their respective Affiliates for any and all Losses incurred or suffered by such Person directly resulting from the use of the GWL Names by Buyers or any of its Affiliates (including the Companies).

(f) Without limitation of any of the provisions with respect to the GWL Names set forth in this Section 7.7, Buyers also agree that they shall not, and shall cause their Affiliates not to, use or in any way refer to the Weston family heritage or the history of the Weston family in founding or growing the Transferred Business or any other business founded by the Weston family in connection with the advertisement, marketing or other promotion of the Transferred Business without the prior written consent of Sellers, which consent may not be unreasonably withheld or delayed; provided that (i) this restriction on references to the Weston family in advertising, marketing or other promotion will not restrict Buyers, or their Affiliates or representatives, from making factually accurate historical references to the Weston family in connection with required entity governance activities, regulatory or governmental filings or communications, or for other internal administrative purposes, and (ii) if Sellers provide approval for the use of, or reference to, an element of such family heritage or history (the "Permitted Weston Family Disclosure") in connection with the advertisement, marketing or other promotion of the Transferred Business, then Buyers and their Affiliates shall be able to continue to use or refer to the Permitted Weston Family Disclosure in accordance with, or in a substantially similar manner as, the Permitted Weston Family Disclosure without having to obtain the further approval of Sellers for each distinct advertisement, marketing or other promotional activity).

(g) It is further understood and agreed that all Weston Family Memorabilia shall remain the property of GWL and that Buyers shall cooperate with GWL in transferring possession of such Weston Family Memorabilia to GWL.

7.8 Restrictive Covenants.

(a) During the period commencing on the Closing Date and ending on the third (3rd) anniversary of the Closing Date, subject to Section 7.8(b), GWL and the Sellers shall not, and shall cause their respective Affiliates (including Loblaw Companies Limited and its subsidiaries) not to, directly or indirectly, own, operate, manage, control, participate in, consult with, advise, provide services for, or in any manner engage in any business conducted, or actively planning to

be conducted, by WFB (solely with respect to the Transferred Canadian Business) or the Companies as of the Closing Date, including business (including by itself or in association with any Person) that markets, manufactures, sells, distributes, offers or promotes for sale ambient baked goods, including cookies, cones, wafers and crackers in the Territory or Europe (a "Competitive Business"). For the purposes hereof, Buyers expressly acknowledge and agree that Associated British Foods plc is not an Affiliate or Associated Person of GWL or of any of its Affiliates, and that, for the avoidance of doubt, the provisions of this Section 7.8 do not apply to Associated British Foods plc or any of its Affiliates.

(b) Section 7.8(a) shall not prohibit GWL or any of its respective Affiliates from:

(i) carrying out any and all operations related to the operation of the multifunctional Italian marketplace currently operated under the tradename "Eataly" in its current location or any future location;

(ii) directly or indirectly, owning, operating, managing, controlling, participating in, consulting with, advising, providing services for, or in any manner engaging in any business (including by itself or in association with any Person) related to the operation of a multifunctional food marketplace, restaurant (including quick service restaurant chains) or any other hospitality establishment where any manufacture of ambient baked goods is for the consumption of such establishment's customers;

(iii) acting as landlord to a Competitive Business;

(iv) owning (A) not more than five percent (5%) of the outstanding securities of any class listed on a national or foreign securities exchange or regularly traded in the over-the-counter market of any Person engaged, directly or indirectly, in all or a portion of a Competitive Business; or (B) not more than five percent (5%) in value of the indebtedness of any Person engaged, directly or indirectly, in all or a portion of a Competitive Business; provided, however, that Sellers and their respective Affiliates do not have any power to control or direct the management or affairs of such Person; or

(v) acquiring, in one transaction or a series of transactions, by purchase of stock or assets, merger, consolidation or otherwise, the whole or any part of any Person that carries on all or a portion of a Competitive Business or the whole or any part of a business that includes the carrying on of all or a portion of a Competitive Business, in each case, if the revenue of such Person or business so acquired attributable to such Competitive Business did not exceed the lesser of (A) an amount equal to fifteen percent (15%) of such Person's or business' total revenue as set out in the latest available annual financial statements of such Person or business and (B) twenty million Dollars ($20,000,000) in the twelve (12) months prior to such transaction. Notwithstanding the foregoing, in the event that an acquisition exceeds such limit, the Sellers and their Affiliates shall, within twelve (12) months of the closing of such acquisition, divest such portion of the acquired business as is necessary so that such acquisition is in compliance with this Section 7.8(b)(v).

Notwithstanding anything herein to the contrary, Section 7.8(a) shall not (i) apply to or bind any third party which (A) acquires all or a portion of the outstanding equity interest of GWL or (B)

acquires all or a portion of the business or assets of GWL or any of its Affiliates, regardless of the form of such transaction, nor apply to or bind any of the Affiliates of such third party (other than the entities which were Affiliates of Sellers prior to such acquisition), (ii) in any way limit, diminish or waive any Party's rights or obligations under the Related Agreements or (iii) **[REDACTED- permitted activities by Loblaw Companies Limited and its subsidiaries]**.

(c) During the period commencing on the Closing Date and ending on the third (3rd) anniversary of the Closing Date, subject to Section 7.8(b), GWL and Sellers shall not, and shall cause their respective Affiliates not to, directly or indirectly, (i) solicit or encourage any customer or other business partner of the Transferred Business who has been such at any time within the six (6)-month period immediately preceding the Closing Date to terminate or diminish its relationship with Buyers or any of their Affiliates; or (ii) seek to persuade any such customer or other business partner, or any prospective customer or other business partner, of the Transferred Business who has been such at any time within the twelve (12)-month period immediately preceding the Closing Date, to conduct with anyone else any business or activity which such customer or other business partner conducts or reasonably could be expected to conduct with Buyers or any of their Affiliates in respect of the Transferred Business.

(d) During the period commencing on the Closing Date and ending on the eighteen (18) month anniversary of the Closing Date, GWL and Sellers shall not, and shall cause their respective Affiliates not to, directly or indirectly, hire or engage, solicit for employment or engagement, or induce to leave the employ or engagement, of Buyers or any of their Affiliates (including Interbake), any officer, employee, consultant, independent contractor, freelance worker or any individual who is, or within the six (6) months prior thereto was, an employee, consultant, independent contractor or freelance worker of WFB (solely with respect to the Transferred Canadian Business), Weston Foods US (solely with respect to the Transferred Business) or Interbake, or in any other manner persuade or attempt to persuade any such Person to leave the employ of, or consultancy or independent contractor relationship with, Buyers or any of their Affiliates; provided, however, that nothing in this Section 7.8(d) shall prohibit soliciting, hiring or engaging any such individual (y) who responds to general solicitations by GWL or its respective Affiliates to the public or general advertising not directly targeted at such individuals or is referred to GWL or its respective Affiliates by third-party employment agencies or recruiters, provided that such agencies or recruiters are not instructed to target such individuals; and (z) whose service relationship ended at least ninety (90) days prior to such solicitation, hiring or engagement;

(e) During the period commencing on the Closing Date and ending on the eighteen (18) month anniversary of the Closing Date, Buyers shall not, and shall cause their Affiliates not to, directly or indirectly, hire or engage, solicit for employment or engagement, or induce to leave the employ or engagement, of Sellers or any of their respective Affiliates, any officer, employee, consultant, independent contractor, freelance worker or any individual who is, or within the six (6) months prior thereto was, an employee, consultant, independent contractor or freelance worker of Sellers or their respective Affiliates, or in any other manner persuade or attempt to persuade any such Person to leave the employ of, or consultancy or independent contractor relationship with, Sellers or any of their respective Affiliates; provided, however, that nothing in this Section 7.8(e) shall prohibit soliciting, hiring or engaging any such individual (y) who responds to general solicitations by Buyers or their respective Affiliates to the public or general advertising not directly

targeted at such individuals or is referred to Buyers or their respective Affiliates by third-party employment agencies or recruiters, provided that such agencies or recruiters are not instructed to target such individuals; and (z) whose service relationship ended at least ninety (90) days prior to such solicitation, hiring or engagement;

(f) The Parties acknowledge and agree that the time, scope, and other provisions of this Section 7.8 have been specifically negotiated by sophisticated, commercial parties and specifically hereby agree that such time, scope and other provisions are reasonable under the circumstances for the purpose of protecting the value of the Competitive Business, including goodwill. The Parties further agree that if, at any time, despite the express agreement between them set forth in this Section 7.8, a court holds that any portion of this Section 7.8 is unenforceable because any of the restrictions therein are unreasonable, or for any other reason, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, and the maximum restrictions of time or scope reasonable under the circumstances, as determined by such court, will be substituted for any such restrictions which are held unenforceable. The Parties and their Affiliates agree that, in addition and not in the alternative to any other remedies available to such party hereunder, such Party shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the other Parties bound by the provisions of this Section 7.8 and/or their respective Affiliates of any such covenants, without having to post bond, together with an award of its reasonable attorneys' fees incurred in enforcing its rights hereunder, and the restricted period applicable to such Party bound by the provisions of this Section 7.8 and/or their respective Affiliate shall be tolled, and shall not run, during the period of any breach by such party of any such covenants.

(g) The restrictive covenants delivered pursuant to this Section 7.9 (the "Restrictive Covenants") are being granted to maintain and preserve the fair market value of the Transferred Equity Interests transferred by Sellers to Buyers pursuant to this Agreement. Buyers and Sellers acknowledge that: (i) Sellers deal at arm's length with Buyers for purposes of the Tax Act, (ii) no proceeds shall be received or receivable by a Seller or any other Person for granting the Restrictive Covenants, (iii) the Restrictive Covenants are integral to the Agreement and (iv) with respect to the Interbake Canada Shares, the conditions set forth in subsection 56.4(7) of the Tax Act have been satisfied such that subsection 56.4(5) of the Tax Act applies to the Restrictive Covenants.

7.9 Confidentiality.

(a) For a period of five (5) years following the Closing Date, Sellers shall, and shall cause its respective Affiliates to, keep confidential all non-public books, records and any other information of the Transferred Business in the possession of GWL, Sellers or any of their respective Affiliates; provided, however, that the foregoing shall not restrict the disclosure of any such information to the extent such disclosure (i) relates primarily to the Fresh/Frozen Excluded Business or any other business conducted by Sellers and their respective Affiliates, (ii) is determined by GWL (with the advice of counsel) to be required by any applicable Law (including applicable rules of any securities exchange) or judicial process (including in response to any subpoena, civil investigative demand or similar process); provided that, in the event that GWL or any of its Affiliates are required by applicable Law or judicial process to disclose any such information, GWL or its Affiliate (as applicable) will promptly notify Buyers in advance of disclosing such information, in order to afford Buyers or their Affiliates a reasonable opportunity

to obtain a protective order or other legal remedy in respect of such information, (iii) is contemplated in the Access Agreement, (iv) is made to Representatives of GWL, Sellers and their respective Affiliates who need to know in connection with the preparation of financial statements or Tax Returns or (v) relates to or is required to effect the transactions contemplated by the Fresh/Frozen Purchase Agreement. Notwithstanding the foregoing, such non-public information shall not include information that (A) is or becomes available to the public after the Closing other than as a result of a disclosure by Sellers or their respective Affiliates in breach of this Section 7.9(a), (B) becomes available to GWL, Sellers or their respective Affiliates after the Closing from a source other than Buyers or their Affiliates or their respective Representatives if the source of such information is not known by GWL, Sellers or their respective Affiliates or its or their respective Representatives, as applicable, to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Buyers or their Affiliates with respect to such information, or (C) GWL or its respective Affiliates demonstrate was independently developed after the Closing by GWL or its respective Affiliates or its or their respective Representatives without any use of or reliance on any non-public information of the Transferred Business.

(b) Each Buyer acknowledges that the information being provided to it in connection with the transactions contemplated hereby and by the Related Agreements is subject to the Confidentiality Agreement, the terms of which are incorporated herein by reference and which shall remain in effect notwithstanding the execution of this Agreement. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall automatically be deemed to be amended without any further action being required from the Parties such that: (i) the obligations of confidentiality and limited use contained in the Confidentiality Agreement terminate with respect to information to the extent relating to (A) the Transferred Business, (B) the Purchased Assets or (C) the Companies; provided, however, that such obligations shall remain in effect in accordance with the Confidentiality Agreement with respect to any information to the extent relating to Sellers and their respective Affiliates (other than the Companies), the Fresh/Frozen Excluded Business or any other business conducted by Sellers and their respective Affiliates (other than the Transferred Business); (ii) the restrictions contained in the Confidentiality Agreement regarding contacting customers, suppliers and competitors of the Transferred Business shall terminate, and (iii) the restrictions regarding solicitation and/or hiring of certain employees shall terminate with respect to any Transferred Employees (but shall remain in effect with respect to any employees of Sellers and their respective Affiliates other than the Transferred Employees). Except as expressly set forth in this Section 7.9(b), the Confidentiality Agreement shall remain in full force and effect in all other respects in accordance with its terms from and after the Closing.

7.10 Insurance.

(a) From and after the Closing Date, the Purchased Assets and the Companies shall cease to be insured by, have access or availability to, be entitled to make claims on, be entitled to claim benefits from or seek coverage under any of the GWL Insurance Arrangements, other than for (i) claims made under the pre-Closing Canadian GWL Insurance Arrangements relating to an event occurring during the Pre-Closing Period and for claims made under the pre-closing U.S. GWL Insurance Arrangements relating to an event that occurred prior to 2019 (collectively, the "Available Insurance Policies") or (ii) for any occurrence or Loss exclusively related to the

Transferred Business that occurred or existed prior to the Closing Date (collectively, the "Pre-Closing Occurrences"). Sellers agree to (x) maintain the Available Insurance Policies through the applicable policy date and (y) remain responsible for fulfilling all financial obligations related to the Sellers insurance program, including, without limitation, the payment of all deductibles, costs of recovery, and other costs required to be paid, or incurred, with respect to any claims under the Available Insurance Policies.

(b) From and after the Closing, (x) Sellers will be responsible for the processing of claims made under the Available Insurance Policies, including the reporting of claims to the insurance carrier, management and defense of claims and providing for appropriate releases upon settlement of claims ("Claims Administration") with respect to claims of Sellers under the Available Insurance Policies and (y) Buyers and their Affiliates (including the Companies) will be responsible for the Claims Administration with respect to claims of the Transferred Business under the Available Insurance Policies. Any claims for Pre-Closing Occurrences under the Available Insurance Policies are subject to and conditioned upon the following:

(i) Buyers and their Affiliates (including the Companies) shall be solely responsible for notifying all insurance companies of such Pre-Closing Occurrences and complying with all policy terms and conditions for pursuit and collection of such Pre-Closing Occurrences, and Buyers or their Affiliates shall promptly notify Sellers' corporate insurance department of any such claims. Neither Buyers nor any of their Affiliates shall, without the written consent of Seller, amend, modify or waive any rights of Sellers or other insureds under any Available Insurance Policy. Buyers shall exclusively bear and be liable (and Sellers shall have no obligation to repay or reimburse Buyers or any of their Affiliates) for all uninsured, uncovered, unavailable or uncollectible amounts relating to or associated with all such Pre-Closing Occurrences;

(ii) With respect to claims for Pre-Closing Occurrences, each Party shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain the benefit of the Available Insurance Policies and pay such benefit, if any, to Buyers (net of any Recovery Costs incurred by Sellers or their Affiliates as a result of the same); provided that Buyers agree to reimburse Sellers promptly upon request for all out-of-pocket costs or expenses incurred by Sellers or any Affiliates of Sellers in connection with making or pursuing any claim pursuant to this Section 7.10, including the costs of filing a claim and any deductibles or other amounts that are or become payable by Sellers or any Affiliate of Seller as a result of claims made pursuant to this Section 7.10 (such costs and expenses referred to in this clause (ii), "Recovery Costs"). The Parties agree that any recoveries under the Available Insurance Policies pursuant to this Section 7.10 shall inure first to Seller to reimburse all Recovery Costs that have not already been reimbursed; and

(iii) Each Party agrees to provide reasonable assistance to, and cooperate with, such party or its Affiliates with respect to the Claims Administration referred to in the first sentence of this Section 7.10(b). None of Buyers, Sellers and their respective Affiliates and their respective directors, officers, agents and employees shall have any liability, whether direct or indirect, in contract or tort or otherwise, to any Person for or in connection with the provision of such assistance or cooperation. All out-of-pocket expenses incurred by either party or its Affiliates in providing any such assistance or cooperation shall be reimbursed promptly by the other party or its Affiliates.

7.11 Financial Statements Cooperation.

(a) The Parties acknowledge that, after the Closing, it may be necessary for Buyers and their Affiliates (including the Companies) to prepare financial statements (including audited financial statements) and related financial reports, notes and/or narrative disclosures (including a management's discussion and analysis of financial condition and results of operations), and such other statements, report or documents in order to comply with obligations under the Securities Act in connection with an offering of securities (including any Rule 144A or other bond, note, equity or other financing transaction), the Exchange Act, and the rules and regulations promulgated under the Securities Act and the Exchange Act (including Regulation S-K and Regulation S-X) (all such statements, reports, disclosures, documents and other information, collectively, the "Securities Offering Documents").

(b) Upon the reasonable request of Buyers within fifteen (15) months after the Closing, following advice from legal counsel that such Historical Financial Information is reasonably expected to be necessary in connection with any Securities Offering Documents, Sellers shall, and shall cause their respective Affiliates to, use their respective reasonable best efforts to as promptly as is reasonably practicable provide to Buyers and their Affiliates (including the Companies) such Historical Financial Information where available as Buyers shall reasonably request in order to prepare any Securities Offering Documents, with Buyers bearing all out-of-pocket costs and expenses with respect thereto. Upon the reasonable request of Buyers within fifteen (15) months after the Closing, Sellers will provide reasonable support to Buyers and their Affiliates in connection with such Historical Financial Information as may be reasonably necessary in connection with the preparation of such Securities Offering Documents (it being understood and agreed that (i) any such support shall not exceed twenty hours a month in the aggregate and (ii) Buyers will reimburse Sellers for Sellers' fully loaded cost in providing such support); provided that, Sellers will consider Buyers' reasonable request for support that would exceed twenty hours a month in the aggregate in good faith, it being understood and agreed that (x) such additional support is subject to Sellers' agreement in respect of the cost and expenses of providing such additional support; and (y) Sellers shall not be required to take any material actions or measures (including hiring additional employees) to provide such additional support.

(c) The Parties acknowledge and agree (i) the Historical Financial Information was not prepared or audited for inclusion in an offering document or other securities filings, including continuous disclosure filings and the Annual Financial Statements were audited at a level of materiality that reflects the Weston Foods Business on a carve-out basis (including the Fresh/Frozen Excluded Business and the Transferred Business), (ii) the balances related to the Transferred Business included in the Historical Financial Information do not reflect the Transferred Business on a carved-out basis nor a fully standalone basis and in certain cases excludes certain balances that are recorded for the Weston Foods Business on a carve-out basis, and (iii) Sellers shall have no liability with respect to the Historical Financial Information to Buyers, Buyers' Affiliates or any other Person except in the case of Fraud.

ARTICLE 8

CONDITIONS PRECEDENT TO THE CLOSING

8.1 Mutual Conditions. The obligations of the Parties under this Agreement to consummate the transactions contemplated hereby and by the Related Agreements are subject to the satisfaction (or waiver by the Parties) of all of the following conditions precedent:

(a) Required Regulatory Approvals. Any waiting period applicable to the consummation of the transactions contemplated hereby pursuant to the HSR Act shall have expired or been terminated.

(b) No Prohibition. No Governmental Order shall have been adopted, promulgated or entered by any Governmental Authority which prohibits the consummation of the transactions contemplated hereby.

8.2 Buyer Conditions. The obligations of the Buyers under this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by the Buyers) of all of the following conditions precedent:

(a) Representations and Warranties True as of Closing. (i) Each of the Fundamental Representations of Sellers contained in Article 3 and Article 4 shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date) and (ii) each of the other representations and warranties contained in Article 3 and Article 4 (disregarding any materiality or Material Adverse Effect qualifiers) shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except for failures of the representations and warranties referred to in this clause (ii) to be true and correct that do not, individually or in the aggregate, constitute a Material Adverse Effect.

(b) Compliance with Agreements and Covenants. Sellers, WFB and the Companies shall have performed and complied in all material respects with all of the covenants, obligations and agreements contained in this Agreement to be performed and complied with by them on or prior to the Closing.

(c) Closing Deliveries. Sellers shall have delivered to Buyers all documents required to be delivered by Sellers pursuant to Section 2.7(b) and Section 7.5(e).

(d) No Material Adverse Effect. Since the date of this Agreement, there shall not have been a Material Adverse Effect.

(e) Pre-Closing Reorganization. The Pre-Closing Reorganization shall have been completed in all material respects in accordance with Section 1.1(f) of the Disclosure Schedule at least five (5) Business Days prior to Closing; provided, however, that no representation or warranty is made by either Seller with respect to any steps of the Pre-Closing Reorganization that, if not completed, would not, directly or indirectly, have a material impact (including with respect to Tax consequences) on the intended purpose and results of the Pre-Closing Reorganization in each case for Buyers.

8.3 Seller Conditions. The obligations of Sellers and the Companies to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Sellers) of the following conditions precedent:

(a) Representations and Warranties True as of Closing.

(i) Each of the Fundamental Representations of Buyers shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), and

(ii) Each of the other representations and warranties of Buyers contained in Article 5 shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date (in which case, as of such earlier date)), and except for failures of the representations and warranties referred to in this Section 8.3(a)(ii) to be true and correct as do not constitute, and would not reasonably be expected to have, in the aggregate, a material adverse effect on Buyers' ability to consummate the transactions contemplated hereby.

(b) Compliance with Agreements and Covenants. Buyers shall have performed and complied in all material respects with all of the covenants, obligations and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing.

(c) Closing Deliveries. Buyers shall have delivered to Sellers all documents and payments required to be delivered by Buyers pursuant to Section 2.7(c).

ARTICLE 9

TERMINATION

9.1 Termination. This Agreement may be terminated at any time on or prior to the Closing Date, as follows:

(a) with the mutual written consent of Sellers and Buyers;

(b) by either Sellers or Buyers if the Closing shall not have occurred on or before May 15, 2022 (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement caused the failure of the Closing to occur on or before the Termination Date;

(c) by either Seller, if Buyers shall have breached or failed to perform any of their representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8.1 or Section 8.3 being satisfied and (B) (1) if capable of being cured, has not been cured by Buyers within the earlier of thirty (30) days after its receipt of written notice thereof from a Seller or the Termination Date, or (2) is incapable of being cured; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(c) shall not be available to Sellers if (x) the

failure of Sellers or GWL to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach, or (y) the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by Sellers or GWL in this Agreement;

(d) by either Buyer, if Sellers shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 8.1 or Section 8.2 being satisfied by the date Closing is required to occur and (B) (1) if capable of being cured, has not been cured by Sellers within the earlier of thirty (30) days after its receipt of written notice thereof from a Buyer or the Termination Date or (2) is incapable of being cured; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to Buyers if (x) the failure of Buyers to fulfill any of their obligations under this Agreement has been the primary cause of, or resulted in, such breach, or (y) the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by Buyers in this Agreement;

(e) by either Seller if (i) all of the conditions set forth in Section 8.1 and Section 8.2 have been and continue to be satisfied or shall be capable of being satisfied at the Closing Date were the Closing to occur at such time, (ii) the Closing shall not have occurred on or before the date required by Section 2.7(a), (iii) Sellers and the Companies have notified Buyers that they stand ready and willing to consummate the Closing on the date the Closing should otherwise have occurred pursuant to Section 2.7(a) or within two (2) Business Days thereafter; and (iv) Buyers fail to consummate the transactions contemplated by this Agreement within two (2) Business Days following the date of receipt of such written notification from the Sellers and the Companies; or

(f) by any Seller or Buyer if any Governmental Authority shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other action shall have become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 9.1(f) shall not be available to any Party whose failure to comply with Section 6.4 or Section 6.5 has caused such action or inaction.

9.2 Expenses; Termination Fee.

(a) Except as otherwise expressly provided herein, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses (including out-of-pocket fees and expenses of the Party's independent advisors, investment bankers, consultants, counsels and accountants) incurred or paid by each Party or on its behalf in connection with this Agreement and the transactions hereby contemplated shall be paid by the Party incurring such costs and expenses.

(b) Termination Fee.

(i) If this Agreement is terminated (A) by either Seller pursuant to Section 9.1(c) or (B) by either Seller pursuant to Section 9.1(e), then, in each case, Buyers will pay to

Sellers an aggregate amount equal to twenty million Dollars ($20,000,000) (the "Termination Fee").

(ii) The Termination Fee shall be paid by Buyers as proceeds of disposition of Sellers' rights under this Agreement. In the event the Termination Fee is payable, then within three (3) Business Days after the date of the event giving rise to the obligation to make such payment Buyers shall pay to Sellers the Termination Fee by wire transfer of immediately available funds to the account or accounts as are designated in writing by Sellers to Buyers. In addition to the Termination Fee, Buyers shall pay, or cause to be paid, to Sellers the reasonable costs and expenses (including reasonable attorneys' fees) incurred by Sellers in connection with the pursuit of payment of the Termination Fee, together with interest at a rate of five percent (5%) per annum from and including the date the Termination Fee was required to be paid pursuant to the first sentence of this Section 9.2(b)(ii) up to and including the payment date. Subject to the rights of the Sellers to specific performance of this Agreement pursuant to Section 11.11, the Parties expressly acknowledge and agree that, if the Termination Fee is payable pursuant to Section 9.2(b)(i), (A) receipt of the Termination Fee and the payment in full of any reimbursement, expense or interest obligations pursuant to Section 6.6, and/or this Section 9.2(b)(ii) shall be the sole and exclusive remedy of the Sellers or any of their Affiliates or any of their respective Associated Persons against Buyers, their Debt Financing Sources or any of their respective Affiliates and their respective Associated Persons in connection with the termination of this Agreement and/or the transactions contemplated by this Agreement or the Related Agreements, (B) under no circumstances shall the Sellers or any of their Affiliates or their respective Associated Persons be entitled to collect the Termination Fee on more than one occasion, (C) in no event shall Buyers or their Affiliates or any of their respective Associated Persons be subject to (nor shall the Sellers or their Affiliates or their respective Associated Persons seek to recover) monetary damages in excess of the sum of the Termination Fee and any reimbursement, expense or interest obligations pursuant to Section 6.6, and/or this Section 9.2(b)(ii) and (D) following payment of the Termination Fee and the payment in full of any reimbursement, expense or interest obligations pursuant to Section 6.6, and/or this Section 9.2(b)(ii) to Sellers, Buyers, their Affiliates and their respective Associated Persons shall not have any further liabilities or obligations whatsoever of any kind or nature to the Sellers, their respective Affiliates or their respective Associated Persons.

(iii) Each of the Parties acknowledges and agrees that (A) the agreements contained in this Section 9.2(b) are an integral part of the transactions contemplated hereby and constitutes a reasonable estimate of the losses that would be suffered by reason of any termination specified under Section 9.2(b) in light of the difficulty of accurately determining actual damages upon such termination and (B) without these agreements, Sellers would not enter into this Agreement.

9.3 Effect of Termination. In the event of termination of this Agreement by Sellers or Buyers as provided in Section 9.1, this Agreement will forthwith become void and have no further force or effect, without any liability (other than as set forth in Section 9.2 or this Section 9.3) on the part of Buyers, Sellers or the Companies; provided, however, that the provisions of Section 6.1(b), Section 6.9(i), Section 7.3, Section 9.2, this Section 9.3, Section 10.4, Section 10.5 and Article 11 will survive any termination hereof; provided, further, that, subject to Section 9.2(b) nothing in this Section 9.3 shall relieve any Party of any liability for any material and intentional

breach by such Party of this Agreement prior to termination. The Confidentiality Agreement will survive any termination hereof in accordance with its terms.

9.4 Notice of Termination. In order to validly terminate this Agreement pursuant to Section 9.1, the Party seeking to terminate this Agreement shall deliver written notice to the other Parties, specifying (a) the subsection of Section 9.1 pursuant to which this Agreement is being terminated and (b) the factual basis, in reasonable detail, giving rise to such Party's right to terminate this Agreement pursuant to Section 9.1.

ARTICLE 10

NON-SURVIVAL; INDEMNIFICATION; RELEASE AND RELATED MATTERS

10.1 Non-Survival. Notwithstanding anything to the contrary in this Agreement but subject to Section 10.2 and except in the case of Fraud (it being understood and agreed that any claim for Fraud shall be brought within six (6) years of the Closing), all of the representations and warranties contained in this Agreement (including the Disclosure Schedule and schedules attached hereto and the certificates delivered pursuant hereto) and each of the covenants and agreements contained in Article 6 shall terminate automatically at and will not survive the Closing, and none of Buyers, the Companies, Sellers nor any of their respective Associated Persons, successors, permitted assigns or heirs, will have any liability whatsoever and may not bring any Action with respect to any such representations, warranties, covenants or agreements (it being understood and agreed that such Persons are intended to benefit from this Section 10.1, whether or not party to this Agreement).

10.2 Indemnification.

(a) Each Seller shall jointly and severally indemnify and hold harmless each Buyer and the Companies, and each of their respective Affiliates, shareholders, directors, officers, employees, agents and representatives (the "Buyer Indemnified Persons"), from and against, and shall pay for: (i) any Pre-Closing Taxes incurred by, imposed upon or asserted against any Buyer Indemnified Persons, except to the extent such Pre-Closing Taxes are included in the determination of Final Indebtedness and actually reduce the Purchase Price pursuant to Section 2.8 and Section 2.9; and (ii) any Losses incurred or suffered by, imposed upon or asserted against any Buyer Indemnified Persons as result of, in respect of, connected with, arising out of, under or pursuant to (A) the ownership or operation of the Fresh/Frozen Excluded Business by Sellers and its Affiliates prior to the date of the closing of the sale of the Fresh/Frozen Excluded Business by Sellers and its Affiliates to a third party, (B) the Excluded Liabilities and the Excluded Assets, (C) the Pre-Closing Reorganization; provided, that, for purposes of Section 10.2(a)(ii)(C), Losses shall not include Taxes as the Parties intend that Taxes in respect of the Pre-Closing Reorganization are addressed by Section 10.2(a)(i), (D) any breach or violation by Sellers of the covenants set forth in Section 6.17, Section 6.9(d), Section 6.9(j), or Section 6.9(m), (E) any liability or obligation (1) in connection with the entitlements of any individual who was a deferred vested plan member described in Section 6.14, (2) in connection with the entitlements to long-term disability benefits of any US Employees or Additional US Ambient Employees described in Section 6.9(l), or (3) with respect to the failure of Sellers to provide any disclosure required under Section 4.9(a), (F)

any breach or violation by Sellers of the representations and warranties set forth in Section 4.11(a)(xvi), (G) any Losses incurred or suffered by, imposed upon or asserted against Interbake Canada or HFS Canadian Buyer as result of, in respect of, connected with, arising out of, under or pursuant to Interbake Canada's or HFS Canadian Buyer's being a participating employer in the WFB Non-Union DB Pension Plan and the GWL SERP during the period commencing on the closing of Interbake Canada Transfer and ending on the Closing Date, except with respect for Interbake Canada's or HFS Canadian Buyer's obligation (as applicable) to remit current service costs for that period, and (H) any Losses incurred or suffered by, imposed upon or asserted against Interbake Canada or Interbake Canadian Buyer as result of, in respect of, connected with, arising out of, under or pursuant to any defined benefit pension and post-retirement liabilities related to the Transferred Canadian Employees under Sellers' pension and benefit plans.

(b) the right to claim indemnification under Section 10.2(a)(i), shall survive as it relates to the indemnity set forth in (i) Section 10.2(a)(i) and Section 10(a)(ii)(F), until the date that is ninety (90) days after the relevant Governmental Authority shall no longer be entitled to asses or reassess liability for the relevant Losses and Pre-Closing Taxes against the Companies or any Buyer Indemnified Person (determined without regard to any consent, waiver, agreement or other document filed or given after Closing that extends the period during which a Governmental Authority may issue a tax assessment, unless consented to by the Sellers); and (ii) Sections 10.2(a)(ii)(A) through (E) and Sections 10.2(a)(ii)(G) through (H), until the date that is the fifth (5th) anniversary of the Closing Date.

(c) Notification of Direct Claims.

(i) As promptly as practicable after becoming aware of a claim for indemnification under this Agreement not involving a Third Party Claim, but in any event no later than fifteen (15) Business Days after first becoming aware of such claim, a Buyer Indemnified Person shall give written notice of such claim to Sellers (a "Claim Notice"); provided, however, that the failure of a Buyer Indemnified Person to timely give such notice shall not relieve Sellers of their obligations in respect of such claim under this Section 10.2 except to the extent (if any) that Sellers are prejudiced thereby. The Claim Notice shall set forth in reasonable detail (A) the general facts and circumstances giving rise to such claim for indemnification, including all material supporting documentation, (B) the nature of the Losses incurred or expected to be incurred, (C) a reference to the provision(s) of this Agreement in respect of which such Losses have been incurred or are expected to be incurred and (D) the amount of Losses actually incurred and, to the extent the Losses have not yet been incurred, a good faith estimate of the amount of Losses that could be expected to be incurred.

(ii) Following receipt of a Claim Notice, Sellers shall have ninety (90) days to investigate the matters set out in the Claim Notice and respond in writing. For purposes of the investigation, the Buyer Indemnified Person shall make available to Sellers the information relied upon by the Buyer Indemnified Person to substantiate the claim set out in the Claim Notice, together with such other information as the Indemnifying Party may reasonably request.

(iii) If Sellers dispute the validity or amount of the claim set out in the Claim Notice, Sellers shall provide written notice of the dispute to the applicable Buyer Indemnified Person within the ninety (90) day period specified in Section 10.2(c)(ii). The dispute notice must

describe in reasonable detail the nature of Sellers' dispute. During the thirty (30) day period immediately following receipt of a dispute notice by the Buyer Indemnified Person, Sellers and the Buyer Indemnified Person shall attempt in good faith to resolve the dispute. If (A) Sellers fail to respond in writing to the Claim notice within the ninety (90) day period specified in Section 10.2(c)(ii) or (B) Sellers and the Buyer Indemnified Person fail to resolve the dispute pursuant to this Section 10.2(c)(iii) within that thirty (30) day time period, the Buyer Indemnified Person is free to pursue all rights and remedies available to it, subject only to this Agreement.

(d) Notice of Third Party Claims; Assumption of Defense. As promptly as practicable after receiving notice of the assertion of any claim, or the commencement of any Action, by a third party, including a Governmental Authority, against a Buyer Indemnified Person in respect of which indemnification may be sought under this Agreement (a "Third Party Claim"), but in any event no later than fifteen (15) Business Days after receiving notice of such Third Party Claim, the Buyer Indemnified Person shall give a Claim Notice (in the form contemplated by Section 10.2(c)(i)) to Sellers in respect of such Third Party Claim; provided, however, that the failure of the Buyer Indemnified Person to timely give such notice shall not relieve Sellers of their respective obligations in respect of a Third Party Claim under this Section 10.2 except to the extent (if any) that Sellers are prejudiced thereby. Sellers may, at their own expense, (a) participate in the defense of any such Third Party Claim and (b) assume and control the defense thereof with counsel of their own choice; provided, however, that Sellers shall not be entitled to assume the defense of such Third Party Claim unless (x) in the good faith judgment of the Buyer Indemnified Person, after consultation with counsel, no conflict of interest exists between Sellers and the Buyer Indemnified Person with respect to the defense of such Third Party Claim, (y) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief or relate to any criminal or allegedly criminal action, and (z) Sellers have irrevocably and unconditionally acknowledged in writing Sellers' obligation to indemnify and hold the Buyer Indemnified Persons harmless with respect to the Third Party Claim. In order to assume the investigation and defense of a Third Party Claim, Sellers must give the Buyer Indemnified Person written notice of their election within sixty (60) days of Sellers' receipt of the Claim Notice with respect to such Third Party Claim. Subject to the foregoing, where Sellers are entitled to and do assume the defense of the Third Party Claim, Sellers may only compromise and settle or remedy, or cause a compromise and settlement or remedy of, a Third Party Claim as set out in Section 10.2(e). If Sellers are entitled to and do assume such defense of a Third Party Claim, the Buyer Indemnified Person shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by Sellers. If Sellers are not entitled to or do not elect to assume the defense of such Third Party Claim and the Buyer Indemnified Person defends against or otherwise deals therewith, the Buyer Indemnified Person may employ counsel, at the expense of Sellers and control the defense of such Action; provided, however, that Sellers shall be obligated to pay for only one firm of counsel for all Buyer Indemnified Persons. Whether or not Sellers choose to defend or prosecute any such Third Party Claim, the Parties shall, and shall cause their respective Affiliates to, cooperate in the defense or prosecution of such Third Party Claim. For greater certainty, this Section 10.2(d) shall not apply to any Third Party Claim relating to Taxes which shall instead be governed exclusively by Section 7.5(j).

(e) Settlement or Compromise of Third Party Claims. If the Buyer Indemnified Persons undertake the defense of a Third Party Claim, Sellers will not be bound by any determination of

the Third Party Claim or any compromise or settlement of the Third Party Claim effected without the consent of Sellers, which consent may not be unreasonably withheld or delayed. If Sellers are entitled to and do, assume the defense of any Third Party Claim pursuant to Section 10.2(d), Sellers shall have the exclusive right to settle or compromise such Third Party Claim; provided, however, that Sellers shall not agree to any settlement of any Third Party Claim without the prior written consent of the Buyer Indemnified Persons (such consent not to be unreasonably withheld, conditioned or delayed) unless such settlement would (i) include a complete and unconditional release of each Buyer Indemnified Person from all liabilities or obligations with respect thereto, (ii) not impose any liability, restriction or Losses on the Buyer Indemnified Person as a result of such settlement or compromise, and (iii) not involve a finding or admission of any wrongdoing on the part of the Buyer Indemnified Person. For greater certainty, this Section 10.2(e) shall not apply to any Third Party Claim relating to Taxes, which shall instead be governed exclusively by Section 7.5(j).

(f) Limitations on Indemnification Obligations.

(i) The Parties acknowledge and agree that nothing in this Agreement in any way restricts or limits the general obligation at Law of a Buyer Indemnified Person to mitigate any Loss which it may suffer or incur in respect of the matters subject to indemnification by the Sellers pursuant to this Section 10.2.

(ii) Notwithstanding anything to the contrary in this Agreement, Sellers' liability to indemnify the Buyer Indemnified Persons for any Losses incurred by any Buyer Indemnified Person shall be calculated after giving effect to (i) any insurance proceeds actually received from unaffiliated third parties by the Buyer Indemnified Person (or any of its Affiliates) with respect to such Losses, (ii) except with respect to any Losses arising as a result of a breach or violation of the representations and warranties set forth in Section 4.11(a)(xvi), any net Tax cash benefit to the extent actually realized by the Buyer Indemnified Person (including as an actual reduction in cash Taxes due and owing) directly arising from the facts or circumstances giving rise to such Losses or from any indemnification payment with respect to such Losses in the taxation year such Losses is incurred, and (iii) any recoveries actually received by the Buyer Indemnified Person (or any of its Affiliates) under any indemnity, contribution, or other Contract from any unaffiliated third party. If any such proceeds, benefits or recoveries are received by a Buyer Indemnified Person (or any of its Affiliates) with respect to any Losses after Sellers have made a payment to the Buyer Indemnified Person with respect to such Losses, the Buyer Indemnified Person (or such Affiliate) shall promptly pay to Sellers the amount of such proceeds, benefits, or recoveries (up to the amount of the Sellers' payment with respect to such Losses).

(iii) In no event shall Sellers have liability to a Buyer Indemnified Person under this Section 10.2 for any indirect or punitive damages (which, for greater certainty, shall include any Taxes payable with respect to amounts paid by a Seller pursuant to this Section 10.2) except if and to the extent any such damages are recovered from a Buyer Indemnified Person pursuant to a Third Party Claim.

(g) Purchase Price Adjustments. The Parties intend that any amounts payable under Section 10.2 shall be treated as an adjustment to the purchase price (for Tax purposes) of the Interbake Equity Interests and the Interbake Canada Shares, as applicable, with any such

adjustments made in accordance with the principles of Section 2.10. Notwithstanding anything to the contrary contained in this Agreement, to the extent that an adjustment is made in determining the Purchase Price and such adjustment actually reduces the Purchase Price pursuant to Section 2.9, no Buyer Indemnified Person shall be entitled to any indemnification pursuant to this Section 10.2 with respect to such matter to the extent of such adjustment pursuant to Section 2.9.

10.3 Release.

(a) Effective as of the Closing Date, each Buyer and each of the Companies (each a "Buyer Releasor"), on behalf of itself and its heirs, legal representatives, successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges, to the fullest extent permitted by Law, each of Sellers and each of their respective Associated Persons (each a "Seller Releasee") of, from and against any and all Actions, causes of action, demands, Losses, debts and dues whatsoever (in each case whether existing at the Closing or arising thereafter, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and equity or based on contract, tort or otherwise) arising out of, relating to or resulting from (a) the ownership of the Transferred Business on or prior to the Closing Date, (b) this Agreement and the transactions contemplated hereby, (c) any inaccuracy or breach of any representation or warranty or the breach of any covenant, undertaking or other agreement contained in this Agreement and the Disclosure Schedule or in the certificates delivered pursuant to Sections 2.7(b)(ii), 2.7(b)(iii), 2.7(b)(iv) and 2.7(b)(xi), or (d) any information, documents or materials furnished by or on behalf of Sellers and the Companies (each, a "Seller Released Matter") which such Buyer Releasor or its heirs, legal representatives, successors or assigns ever had, now has or may have on or by reason of any matter, cause or thing whatsoever from the beginning of time until the Closing Date. Each Buyer Releasor agrees not to, and agrees to cause its respective Affiliates and subsidiaries not to, assert any Seller Released Matter against the Seller Releasees. Notwithstanding the foregoing in this Section 10.3(a), each Buyer Releasor and its respective heirs, legal representatives, successors and assigns retains, and does not release, any obligations of the Seller Releasees (w) under the post-closing covenants set forth in Article 7 of this Agreement, (x) under any Related Agreement, (y) relating to or arising from Fraud on the part of such Seller Releasee, or (z) under Section 10.2 of this Agreement. The Seller Releasees not party to this Agreement are intended third-party beneficiaries of this Section 10.3(a), with full rights of enforcement of this Section 10.3(a) as if a party thereto.

(b) Effective as of the Closing Date, each Seller (each a "Seller Releasor"), on behalf of itself and its heirs, legal representatives, successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges, to the fullest extent permitted by Law, each Buyer and each of their respective Associated Persons (including each Company) (each a "Buyer Releasee") of, from and against any and all Actions, causes of action, demands, Losses, debts and dues whatsoever (in each case whether existing at the Closing or arising thereafter, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and equity or based on contract, tort or otherwise) arising out of, relating to or resulting from (a) the ownership of the Fresh/Frozen Excluded Business and the Transferred Business on or prior to the Closing Date, (b) this Agreement and the transactions contemplated hereby, (c) any inaccuracy or breach of any representation or warranty or the breach of any covenant, undertaking or other agreement contained in this Agreement and the Disclosure Schedule or the certificates delivered

pursuant to Section 2.7(c)(iv), or (d) any information, documents or materials furnished by or on behalf of Buyer (each, a "Buyer Released Matter") which such Seller Releasor or its heirs, legal representatives, successors or assigns ever had, now has or may have on or by reason of any matter, cause or thing whatsoever from the beginning of time until the Closing Date. Each Seller Releasor agrees not to, and agrees to cause its respective Affiliates and subsidiaries not to, assert any Buyer Released Matter against the Buyer Releasees. Notwithstanding the foregoing in this Section 10.3(b), each Seller Releasor and its respective heirs, legal representatives, successors and assigns retains, and does not release, any obligations of the Buyer Releasees (x) under the post-closing covenants set forth in Article 7 of this Agreement, (y) under any Related Agreement, or (z) relating to or arising from fraud on the part of such Buyer Releasee. The Buyer Releasees not party to this Agreement are intended third-party beneficiaries of this Section 10.3(b), with full rights of enforcement of this Section 10.3(b) as if a party thereto.

10.4 Non-Recourse Persons. Notwithstanding anything that may be expressed or implied in this Agreement to the contrary, each of the Parties agrees and acknowledges, both for itself and its Associated Persons and their respective successors and assigns, that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any Associated Person of the Companies or any Party (other than the Party itself) or any of their respective successors and assigns, whether in their capacity as such or otherwise, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the foregoing, whether in their capacity as such or otherwise, for any obligation of the Companies or any Party under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

10.5 Acknowledgements by Buyers.

(a) Each Buyer acknowledges and agrees that in connection with its determination to enter into this Agreement and the Related Agreements and to consummate the transactions contemplated hereby and thereby, Buyers and their Representatives have received or been given access to all information, books and records, facilities and other assets of WFB and the Companies as it has deemed necessary and have been afforded adequate opportunity to meet with, ask questions of and receive answers from the management of Sellers and their respective Affiliates (including the Companies).

(b) Each Buyer acknowledges and agrees that Buyers are consummating the transactions contemplated by this Agreement and the Related Agreements without any representation or warranty, express or implied, by any Person, except for the representations and warranties of Sellers expressly and specifically set forth in Article 3, Article 4 and any certificates delivered pursuant to Sections 2.7(b)(ii), 2.7(b)(iii) and 2.7(b)(iv), each as qualified by the Disclosure Schedule, which shall constitute the sole representations and warranties of Sellers, WFB and the Companies with respect to this Agreement, the Related Agreements and the transactions contemplated hereby and thereby. Each Buyer acknowledges and agrees that none of Sellers, WFB, the Companies or their respective Associated Persons has made nor are any of them making, any representation or warranty whatsoever, express or implied, as to the accuracy or

completeness of any information regarding Sellers, WFB, the Companies or their respective business or assets, including the Purchased Assets and the Assumed Liabilities, except as expressly set forth in this Agreement or as and to the extent required by this Agreement to be set forth in the Disclosure Schedule. Each Buyer further acknowledges and agrees that (i) none of Sellers, WFB or any of their respective Associated Persons will be subject to any liability to Buyers or any other Person resulting from the distribution or use by Buyers or any of their Associated Persons of any information regarding Sellers, WFB, the Companies their respective business or assets, including the Purchased Assets and the Assumed Liabilities, in each case not expressly set forth in this Agreement or required by this Agreement to be set forth in the Disclosure Schedule, including in any legal opinions, memoranda, summaries or any other information, document or material made available to Buyers or any of their Associated Persons (whether in the Data Room, the Confidential Information Presentation or other sales memoranda, management presentations or otherwise provided) in expectation of the transactions contemplated by this Agreement and the Related Agreements and (ii) neither Buyers nor any of their Associated Persons has relied and will not rely upon the reasonableness, accuracy or completeness of any such information or any other express or implied representation, warranty or statement of any nature made or provided by or on behalf of Sellers, WFB, the Companies or any of their respective Associated Persons. Each Buyer hereby waives any right that any of Buyers or their Associated Persons may have against Sellers, WFB, the Companies or any of their respective Associated Persons with respect to any inaccuracy relating to any such information or any omission of any potentially material information, and Buyers agree and acknowledge that none of Sellers, WFB, the Companies nor any of their respective Associated Persons will have any liability to Buyers, their Associated Persons or any other Person resulting from the use of any such information by Buyers or any of their Associated Persons.

(c) Buyers acknowledge and agree that (i) Buyers and their Representatives have conducted an independent investigation and verification of the Transferred Business, the Companies (including their respective business, operations, assets, liabilities, condition (financial or otherwise), equity interests, properties, forecasts, projected operations and prospects) and the Purchased Assets and the Assumed Liabilities, (ii) Buyers are relying on their own investigation and analysis in entering into the transactions contemplated hereby, (iii) Buyers are knowledgeable about the industries and markets in which the Companies and the Transferred Business operate, is capable of evaluating the merits and risks of the transactions contemplated by this Agreement and is able to bear the substantial economic risk of such investment for an indefinite period of time and (iv) Buyers or their Representatives have fully reviewed this Agreement and the Disclosure Schedule and have had access to the materials in the Data Room relating to the transactions contemplated by this Agreement.

(d) In connection with Buyers' investigation of the Purchased Assets, the Assumed Liabilities and the Companies, Buyers have received from or on behalf of Sellers certain projections, forward-looking statements, forecasts and estimates, including projected statements of operating revenues and income from operations of the Transferred Business and certain business plan information of the Transferred Business. Buyers acknowledge and agree that (i) there are uncertainties inherent in attempting to make such projections, forward-looking statements, forecasts, estimates and plans, that Buyers are familiar with such uncertainties; (ii) Buyers are taking full responsibility for making their own evaluation of the adequacy and accuracy of all such

projections, forward-looking statements, forecasts, estimates and plans (including the reasonableness of the assumptions underlying such projections, forward-looking statements, forecasts, estimates and plans); and (iii) Buyers shall have no claim against Sellers, WFB, the Companies and their respective Associated Persons or any other Person with respect thereto. Accordingly, Buyers acknowledge and agree that, except as expressly set forth in Article 3 and Article 4, Sellers, WFB, the Companies and their respective Associated Persons make no representations or warranties whatsoever with respect to such projections, forward-looking statements, forecasts, estimates and plans (including the reasonableness of the assumptions underlying such projections, forward-looking statements, forecasts, estimates and plans).

(e) Buyers acknowledge and agree that the Fresh/Frozen Excluded Business is expected to be sold pursuant to the Fresh/Frozen Purchase Agreement and none of Sellers, WFB, the Companies or their respective Associated Persons has made nor are any of them making, any representation or warranty whatsoever, express or implied, in connection with this Agreement, the Related Agreements and the transactions contemplated hereby and thereby with respect to or regarding the Fresh/Frozen Excluded Business or the ownership or operation thereof by GWL, WFB or their respective Affiliates.

(f) Notwithstanding anything to the contrary in this Section 10.5 or elsewhere in this Agreement, Buyers retain all of their rights and remedies with respect to claims based on Fraud.

ARTICLE 11

MISCELLANEOUS

11.1 Amendment. This Agreement may be amended, modified or supplemented only in a writing signed by Buyers, Interbake and Sellers. Notwithstanding any other provision of this Agreement to the contrary, no amendment, modification or waiver of Section 9.2(b), this Section 11.1 or Section 11.21 (and any provision of this Agreement to the extent an amendment, modification, waiver or termination of such provision would modify the substance of the foregoing sections) shall affect the rights of any Debt Financing Source Related Party under such Section without the prior written consent of the Debt Financing Sources party to the Debt Commitment Letter.

11.2 Notices. Any notice, request, instruction or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given, (a) when received if given in person or by courier or a courier service, (b) if delivered by electronic mail, on the date of transmission (provided that the sender does not receive a bounceback or notice of non-delivery), or (c) on the next Business Day if sent by an overnight delivery service:

(a) If to Sellers, addressed as follows:

George Weston Limited
22 St. Clair Avenue East
Toronto, ON M4T 2S5
Attention: Khush Dadyburjor, Chief Strategy Officer and Andrew Bunston, Vice President, General Counsel

Email: **[REDACTED]** and **[REDACTED]**

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

Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Attention: Marc F. Sperber and William R. Kucera
Email: **[REDACTED]** and **[REDACTED]**

and

Torys LLP
79 Wellington Street West, Suite 3300
Toronto, Ontario
M5K 1N2
Attention: Adrienne DiPaolo
Email: **[REDACTED]**

(b) If to Buyers, or after the Closing, the Companies, addressed as follows:

Hearthside Food Solutions, LLC
3500 Lacey Road, Suite 300
Downers Grove, IL 60515
Attention: Chuck Metzger; Fred Jasser
Email: **[REDACTED]** and **[REDACTED]**

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

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Bob A. Rivollier
Email: **[REDACTED]**

or to such other individual or address as a Party may designate for itself by notice given as herein provided.

11.3 Waivers. No failure or delay on the part of any Party to exercise any right, power or remedy of such Party hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by a Party of any condition or breach of any term, covenant, representation or warranty or other provision contained in this Agreement shall be effective unless in writing signed by such Party, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty or other provision contained herein.

11.4 Disclosure Schedule. The Disclosure Schedule has been prepared to correspond to and qualify specific numbered paragraphs of sections as set forth therein; provided, however, that any disclosure in the Disclosure Schedule corresponding to and qualifying a specific numbered paragraph or section hereof shall be deemed to correspond to and qualify any other numbered paragraph or section relating to such Party to the extent the relevance of such disclosure to such other paragraph or section is reasonably apparent on the face of such disclosure. Certain information set forth in the Disclosure Schedule is included solely for informational purposes, is not an admission of liability with respect to the matters covered by the information, and may not be required to be disclosed pursuant to this Agreement. The specification of any Dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Disclosure Schedule is not intended to imply that such amounts (or higher or lower amounts) are or are not material, and no Party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Disclosure Schedule in any dispute or controversy between the Parties as to whether any obligation, item, or matter not described herein or included in any Disclosure Schedule is or is not material for purposes of this Agreement.

11.5 Successors and Assigns; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. No assignment of this Agreement or any of the rights, interests or obligations under this Agreement may be made by any Party at any time, whether or not by operation of law, without the prior written consent of Sellers and Buyers, and any attempted assignment without the required consent shall be void, except that (i) each Buyer may assign its rights, interests or obligations under this Agreement to an Affiliate of such Buyer and (ii) WFUH may assign its rights, interests or obligations under this Agreement to GWL or any wholly-owned subsidiary of GWL; provided, that, in the event of such an assignment, such Party shall not be released of its obligations and shall remain liable hereunder.

11.6 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no provision of this Agreement shall be deemed to confer upon third parties, either express or implied, any right, remedy, claim, liability, reimbursement or cause of action under or with respect to this Agreement or any provision of this Agreement. Notwithstanding the foregoing, (a) the Persons referred to in Section 7.4, Section 7.11, Section 10.1, Section 10.2 and Section 11.16 are hereby made third party beneficiaries of this Agreement, in each case, with all of the rights, remedies, claims, liabilities, reimbursements causes of action and other rights accorded such Persons under this Agreement and the Related Agreements and (b) the Debt Financing Source Related Parties shall be third party beneficiaries of certain provisions as set forth in Section 11.21(b).

11.7 Entire Understanding. The schedules and Disclosure Schedule identified in this Agreement are incorporated herein by reference and made a part hereof. This Agreement and the Related Agreements set forth the entire agreement and understanding of the Parties and supersede any and all prior agreements, arrangements and understandings among the Parties regarding the subject matter hereof and thereof.

11.8 Applicable Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action

based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and enforced in accordance with the internal laws of the State of New York, without giving effect to any laws, rules or provisions of the State of New York that would cause the application of the laws, rules or provisions of any jurisdiction other than the State of New York.

11.9 Jurisdiction of Disputes. In the event any Party to this Agreement commences any litigation, proceeding or other legal action in connection with or relating to this Agreement, any Related Agreement or any matters described or contemplated herein or therein, the Parties hereby: (a) to submit to the exclusive jurisdiction of the state courts located in New York County in the State of New York (unless the federal courts have exclusive jurisdiction, in which case the federal courts located in New York County in the State of New York) (such courts, including appellate courts therefrom, the "Specified Courts") for any proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement; (b) agree that in the event of any such litigation, proceeding or action, the Parties will consent and submit to personal jurisdiction in the applicable Specified Court and to service of process upon them in accordance with the rules and statutes governing service of process; (c) agree to waive to the full extent permitted by Law any objection that they may now or hereafter have to the venue of any such litigation, proceeding or action in any such court or that any such litigation, proceeding or action was brought in an inconvenient forum; (d) agree as an alternative method of service to service of process in any legal proceeding by mailing of copies thereof to such Party at its address set forth in Section 11.2 for communications to such Party; (e) agree that any service made as provided herein shall be effective and binding service in every respect; and (f) agree that nothing herein shall affect the rights of any Party to effect service of process in any other manner permitted by Law; provided, however, that if the Specified Courts are functionally unavailable as a result of any Public Health Event, each Party agrees to submit to the jurisdiction of the state courts located in New Castle County, Delaware solely in respect of applications for temporary, status quo or interim injunctive relief.

11.10 Waiver of Jury Trial. Each Party and their Associated Persons acknowledges and agrees that any controversy which may arise under this Agreement or the Related Agreements is likely to involve complicated and difficult issues, and therefore each such Party (or Associated Person) hereby irrevocably and unconditionally waives any right such Party (or Associated Person) may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Agreement or the Related Agreements, or the transactions contemplated hereby or thereby. Each Party certifies and acknowledges that: (a) no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver; (b) each Party understands and has considered the implications of this wavier; (c) each Party makes this waiver voluntarily; and (d) each Party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.10.

11.11 Specific Performance.

(a) Sellers agree that each Buyer shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief. Furthermore, each Buyer agrees that each Seller shall have

the right, in addition to any other rights and remedies existing in its favor, to enforce such Seller's rights and the obligations of Buyers hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief.

(b) Subject to Section 9.2(b), each Seller may simultaneously pursue both a grant of specific performance under this Section 11.11 and the payment of the Termination Fee under Section 9.2(b); provided, however, that such Seller shall not be entitled to receive both (x) a grant of specific performance that results in the consummation of the Closing and payment of the Closing Payment and (y) payment of the Termination Fee.

(c) The right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Buyers would have entered into this Agreement. The Parties agree not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the Parties otherwise have an adequate remedy at law. The Parties acknowledge and agree that any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.11 shall not be required to provide any bond or other security in connection with any such order or injunction.

(d) Notwithstanding anything herein to the contrary, in no event shall this Section 11.11 be used, alone or together with any other provision of this Agreement, to require Sellers, WFB or the Companies to remedy any breach of any representation or warranty of Sellers or the Companies made herein.

(e) Notwithstanding anything contained in this Section 11.11 to the contrary, it is acknowledged and agreed that Sellers shall be entitled to seek specific performance of a Buyer's obligations to consummate the Closing pursuant to the terms of this Agreement, and to cause the transactions contemplated to occur at the Closing to be consummated, only in the event that (i) all of the conditions in Section 8.1 and Section 8.2 have been satisfied (other than those conditions that by their terms are to be satisfied by the delivery of documents or taking of actions at the Closing), (ii) Buyers fail to consummate the Closing by the date the Closing is required to have occurred pursuant to Section 2.7(a) (assuming for such purpose that all conditions under Section 8.1 and Section 8.2 have been satisfied or waived), (iii) the Debt Financing has been funded or the Debt Financing Sources have confirmed that it will be funded at the Closing and (iv) Sellers have irrevocably confirmed in writing to Buyers that if specific performance is granted and the Debt Financing is funded, then Sellers will consummate the Closing.

11.12 Severability. Any term or provision of this Agreement (other than Section 9.2(b)) that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable (other than Section 9.2(b)), the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable

term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

11.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, the language shall be construed as mutually chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. The Parties acknowledge and agree that they are sophisticated parties, have reviewed the terms of this Agreement and the Related Agreements, engaged counsel and advisors as they have each determined necessary to fully understand their respective rights and obligations hereunder and thereunder, and accordingly, no agreement, provision, condition, waiver, representation, warranty, acknowledgement or other term hereof or thereof shall be deemed unenforceable or otherwise inoperable for lack of conspicuousness or emphatic text.

11.14 Counterparts. This Agreement may be executed in counterparts (including using any electronic signature covered by the United States ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable Law, e.g., www.docusign.com), and such counterparts may be delivered in electronic format, including by email or other transmission method. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart, including those delivered in electronic format, and copies produced therefrom shall have the same effect as an originally signed counterpart. To the extent applicable, the foregoing constitutes the election of the Parties to invoke any Law authorizing electronic signatures. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement, shall be disregarded in determining a Party's intent or the effectiveness of such signature. No Party shall raise the delivery of signatures to this Agreement in electronic format as a defense to the formation of a contract and each such Party forever waives any such defense.

11.15 Retention of Advisors. Buyers and Sellers acknowledge and agree that Mayer Brown, Torys and each of the GWL Legal Counsel have represented Sellers, WFB and the Companies in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby, and that Sellers, WFB and the Companies and their respective Associated Persons (each, a "Seller Group Member") have a reasonable expectation that Mayer Brown, Torys and the GWL Legal Counsel will represent them in connection with any claim or Action involving any Seller Group Member, on the one hand, and Buyers or any of their Associated Persons (each, a "Buyer Group Member"), on the other hand, arising under this Agreement, the Related Agreements or the transactions contemplated hereby and thereby. Each Buyer, on behalf of itself and the other Buyer Group Members and their respective successors and assigns, hereby irrevocably agrees to any such representation in any such matter and (b) waives any actual or potential conflict arising from any such representation in the event of : (i) any adversity between the interest of any Seller Group Member, on the one hand, and a Buyer and the Companies, on the other hand, in any such matter; and/or (ii) any communication between or among Mayer Brown, Torys or the GWL Legal Counsel, on the one hand, and WFB or the Companies and their

respective Affiliates or employees, on the other hand, whether privileged or not, or any other information known to such counsel, by reason of such counsel's representation of WFB or the Companies prior to the Closing.

11.16 Protected Communication.

(a) The Parties to this Agreement agree that, immediately prior to the Closing, without the need for any further action (i) all right, title and interest of WFB and the Companies in and to all Protected Communications made prior to the Closing Date shall thereupon transfer to and be vested solely in Sellers and their respective successors in interest and (ii) any and all protections from disclosure, including attorney-client privileges and work product protections, associated with or arising from any Protected Communications made prior to the Closing Date that would have been exercisable by WFB or the applicable Company shall thereupon be vested exclusively in Sellers and their respective successors in interest and shall be exercised or waived solely as directed by Sellers or their respective successors in interest.

(b) None of Buyers, the Companies or any Person acting on any of their behalf shall, without the prior written consent of Sellers or their respective successors in interest, assert or waive or attempt to assert or waive any such protection against disclosure, including the attorney-client privilege or work product protection, or to access, discover, obtain, use or disclose or attempt to access, discover, obtain, use or disclose any Protected Communications made prior to the Closing Date in any manner, including in connection with any dispute or legal proceeding relating to or in connection with this Agreement, the events and negotiations leading to this Agreement, or any of the transactions contemplated hereby and by the Related Agreements; provided, however, (i) the foregoing shall neither prohibit Buyers from seeking proper discovery of such documents nor a Seller from asserting that such documents are not discoverable to the extent that applicable attorney-client privileges and work product protections have attached thereto and (ii) in the event a dispute arises between any Buyer Group Members, on the one hand, and any other Person (other than the Seller Group Members), on the other hand, such Buyer Group Members shall not disclose any documents or information subject to protections from disclosure, including attorney-client privileges and work product protections, associated with or arising from any Protected Communications without the prior written consent of Sellers (provided that if such Buyer Group Members are required by judicial order or other legal process to make such disclosure, such Buyer Group Members shall promptly notify Sellers in writing of such requirement (without making disclosure) and shall provide Sellers with such cooperation and assistance as shall be necessary to enable Sellers to prevent disclosure by reason of any protection against disclosure, including the attorney-client privileges and work product protections).

(c) Without limiting the generality of the foregoing, (i) Sellers shall have the right to retain, or cause Mayer Brown, Torys and GWL Legal Counsel to retain, any Protected Communications in their possession at the Closing and (ii) Buyers shall (and following the Closing shall cause each Company to) take actions necessary to ensure that any and all protections from disclosure, including attorney-client privileges and work product protections, associated with or arising from any Protected Communications made prior to Closing will survive the Closing, remain in effect and transfer to and be vested solely in Sellers and their respective successors in interest.

(d) Sellers and their respective successors-in-interest shall have the right at any time prior to or following the Closing to remove, erase, delete, disable, copy or otherwise deal with any Protected Communications made prior to Closing in whatever way they desire, and Buyers shall, and shall cause each Company to, provide full access to all Protected Communications made prior to Closing in their possession or within their direct or indirect control and shall provide reasonable assistance at the expense of the Person requesting such assistance in order to give full force and effect to the rights of Sellers and their respective successors in interest hereunder.

(e) This Section 11.16 is for the benefit of the Seller Group Members and such Persons are intended third-party beneficiaries.

11.17 No Waiver of Privilege, Protection from Disclosure or Use. The Parties understand and agree that nothing in this Agreement, including the provisions of Section 7.1, Section 11.15 and Section 11.16 regarding the assertions of protection from disclosure and use, privilege and conflicts of interest, shall be deemed to be a waiver of any applicable attorney-client privilege or other protection from disclosure or use. Each of the Parties understands and agrees that it has undertaken commercially reasonable efforts to prevent the disclosure of Protected Communications. Notwithstanding those efforts, the Parties understand and agree that the consummation of the transactions contemplated by this Agreement could result in the inadvertent disclosure of information that may be confidential, eligible to be subject to a claim of privilege, or otherwise protected from disclosure. The Parties further understand and agree that any disclosure of information that may be confidential, subject to a claim of privilege, or otherwise protected from disclosure will not constitute a waiver of or otherwise prejudice any claim of confidentiality, privilege, or protection from disclosure, including with respect to information involving or concerning the same subject matter as the disclosed information. The Parties agree to use commercially reasonable efforts to return any inadvertently disclosed information to the disclosing Party promptly upon becoming aware of its existence. The Parties further agree that promptly after the return of any inadvertently disclosed information, the Party returning such information shall destroy any and all copies, summaries, descriptions and/or notes of such inadvertently disclosed information, including electronic versions thereof, and all portions of larger documents or communications that contain such copies, summaries, descriptions and/or notes.

11.18 Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute the Parties as joint venturers, alter egos, partners or participants in an unincorporated business or other separate entity, nor, except as expressly and specifically set forth in this Agreement, in any manner create any principal-agent, fiduciary or other special relationship between the Parties. No Party shall have any duties (including fiduciary duties) towards any other Party except as specifically set forth herein.

11.19 No Right of Set-Off. Each Buyer, for itself and its successors and permitted assigns, hereby unconditionally and irrevocably waives any rights of set-off, netting, offset, recoupment, or similar rights that a Buyer or any of its successors and permitted assigns has or may have with respect to the payment of the Closing Payment or any other payments to be made by a Buyer pursuant to this Agreement or any other document or instrument delivered by a Buyer in connection herewith.

11.20 Planning Act (Ontario Property). With respect to any Owned Real Property located in the Province of Ontario, this Agreement is effective to create an interest in such Owned Real Property only if the subdivision control provisions of the Planning Act (Ontario), as amended, are complied with on or before Closing. WFB shall be responsible, at its cost, to ensure that such provisions are complied with.

11.21 Debt Financing Sources.

(a) Notwithstanding anything herein to the contrary, each of the Parties to this Agreement hereby agrees that it will not bring or support any action of any kind or description, whether at law or equity, in contract or in tort or otherwise, against any Debt Financing Source Related Parties in any way relating to this Agreement or any of the Related Agreements or the other documents contemplated hereby or thereby, or the transactions contemplated hereby or thereby, including any dispute arising out of or relating in any way to the Debt Financing Commitment Letter, the Debt Financing, or the performance thereof or services related thereto, in any forum other than the United States District Court for the Southern District of New York or any New York state court sitting in the Borough of Manhattan in the City of New York, and that the provisions of Section 11.10 relating to the waiver of jury trial shall apply to, and the Laws of the State of New York, without regard to the conflict of laws rules thereof, shall govern, any such action. The Parties hereby agree that mailing of process or other papers in connection with any such action in the manner provided in Section 11.9, or in such other manner as may be permitted by Law shall be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided.

(b) Notwithstanding anything in this Agreement to the contrary, the Debt Financing Source Related Parties shall be express third-party beneficiaries and shall be entitled to enforce the agreements contained in Section 9.2(b), Section 11.1 and this Section 11.21.

(c) Notwithstanding anything to the contrary in this Agreement, the Debt Financing Source Related Parties shall not have any liability to Sellers or any of their respective Affiliates relating to or arising out of this Agreement, the Debt Financing Commitment Letter or the Debt Financing or any related agreements or the transactions contemplated hereby or by the Related Agreements, whether at law or equity, in contract or in tort or otherwise, and Sellers and their respective Affiliates shall not have any rights or claims, and shall not seek any Loss or damage or any other recovery or judgment of any kind, including direct, indirect, consequential or punitive damages, against any Debt Financing Source Related Party of the Debt Financing under this Agreement, the Debt Financing Commitment Letter or the Debt Financing or any related agreements, whether at law or equity, in contract or in tort or otherwise, and each Seller (on behalf of itself and its Associated Persons) hereby waives any rights or claims against any Debt Financing Source Related Party relating to or arising out of this Agreement, the Debt Financing Commitment Letter or the Debt Financing or any related agreements or the transactions contemplated hereby or by the Related Agreements, whether at law or equity, in contract, in tort or otherwise.

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

WFUH:

WESTON FOODS US HOLDINGS, INC.

By: *"Andrew Bunston"*
Name: Andrew Bunston
Title: Vice President, Legal & Secretary

By: *"Adam Christensen"*
Name: Adam Christensen
Title: Assistant Secretary, Legal Counsel

GWL:

GEORGE WESTON LIMITED

By: *"Khush Dadyburjor"*
Name: Khush Dadyburjor
Title: Chief Strategy Officer

By: *"Andrew Bunston"*
Name: Andrew Bunston
Title: Vice President, General Counsel & Secretary

HFS US BUYER:

HEARTHSIDE HOLDCO, LLC

By: *"Charles Metzger"*
Name: Charles Metzger
Title: Chief Executive Officer

HFS CANADIAN BUYER:

HEARTHSIDE CANADA, INC.

By: *"Charles Metzger"*
Name: Charles Metzger
Title: Chief Executive Officer