EXECUTION VERSION

STOCK PURCHASE AGREEMENT

among

GEORGE WESTON LIMITED,

WESTON FOODS US HOLDINGS, INC.,

WONDER BRANDS INC.,

WB FROZEN INC.,

and

WB FROZEN ACQUIRECO US, LLC

with respect to all of the issued and outstanding equity interests of

WF BAKERY INC.,

WF FROZEN INC.,

and

WESTON FOODS US, LLC

Dated as of October 25, 2021

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is made as of October 25, 2021, by and among (i) George Weston Limited, a corporation incorporated under the laws of Canada ("GWL"), (ii) Weston Foods US Holdings, Inc., a Delaware corporation ("WFUH" and, together with GWL, "Sellers" and each, individually, a "Seller"), (iii) Wonder Brands Inc., a corporation incorporated under the laws of Canada, (iv) WB Frozen Inc., a corporation incorporated under the laws of Canada, and (v) WB Frozen Acquireco US, LLC, a Delaware limited liability company (collectively with Wonder Brands Inc. and WB Frozen Inc., "Buyer"). Sellers and Buyer are referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, (i) GWL is the owner of 100,000,000 common shares of WF Bakery Inc., a corporation incorporated under the laws of Canada ("WFB"), which represent all of the issued and outstanding shares of WFB (the "WFB Shares"), and (ii) WFUH is the owner of one hundred percent (100%) of the issued and outstanding membership interests (the "WFU Membership Interests") of Weston Foods US, LLC, an Indiana limited liability company ("WFU");

WHEREAS, WFB is the owner of all of the issued and outstanding shares (the "WFF Shares" and, together with the WFB Shares and the WFU Membership Interests, the "Transferred Equity Interests") of WF Frozen Inc., a corporation incorporated under the laws of Canada ("WFF", and, together with WFB and WFU, the "Companies" and each, individually, a "Company");

WHEREAS, Sellers wish to sell, and Buyer wishes to purchase, the Transferred Equity Interests on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Pre-Closing Reorganization (as defined below) will be completed prior to the Closing resulting in, among other things, the separation of the Ambient Excluded Business (as defined below) from the Business (as defined below);

WHEREAS, while not a condition of the Closing, it is currently contemplated that WFUH and GWL will sell the Ambient Excluded Business by WFUH selling one hundred percent (100%) of the issued and outstanding shares of Interbake Foods, LLC ("Interbake") and GWL selling one hundred percent (100%) of the issued and outstanding shares of Interbake Canada Inc., a corporation incorporated under the laws of Canada ("Interbake Canada");

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, Buyer has entered into, and delivered to Sellers copies of, the Commitment Letters; 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, Foodruptors Inc., a corporation incorporated under the laws of Ontario (the "Guarantor") has entered into a limited guarantee, dated as of the date hereof (the "Guaranty"), pursuant to which the Guarantor has guaranteed certain obligations of Buyer hereunder.

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 among GWL, the Companies and Buyer.

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

"Accounting Principles" means (a) the accounting principles, policies, procedures, categorizations, definitions, methods, practices and techniques set out in a form mutually agreed upon by the Parties; (b) to the extent not inconsistent with paragraph (a), and only to the extent consistent with IFRS, the accounting policies, principles, procedures, and practices used and applied in the preparation of the balance sheet included in the December 31, 2020 Annual Financial Statements; and to the extent not addressed in paragraph (a) or paragraph (b), IFRS as of the date hereof.

"Action" means any complaint, investigation, action, suit, arbitration or proceeding (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any court or other Governmental Authority or arbitrator.

"Advance Ruling Certificate" means an advance ruling certificate issued by the Commissioner pursuant to subsection 102(1) of the Competition Act in respect of the transactions contemplated hereby.

"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 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 2.5(a).

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

"Ambient Excluded Business" means that portion of the business conducted by WFB in Canada and Interbake in the United States which consists of the 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, but excluding the Business.

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

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

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

"Base Purchase Price" has the meaning set forth in Section 2.3.

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

"Business" means the business conducted by the Company Group in the Territory during the period beginning twelve (12) months prior to the date hereof and ending on the date hereof, 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 Ambient Excluded Business.

"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 Intellectual Property" means, collectively, the Company Intellectual Property and the Licensed Intellectual Property.

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

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

"Buyer DC Pension Plans" means the WF Bakery Inc. Defined Contribution Plan (Ontario registration pending) and the WF Bakery Inc. Executive Defined Contribution Plan (Ontario registration pending).

"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 Company Group received by Buyer or its Affiliate with respect to any Pre-Closing Tax Period to the extent (i) any member of the Company Group 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; or (iii) such refund or credit results from the carryback of a Tax attribute of Buyer or any of its Affiliates (including any member of the Company Group following the Closing) generated in a Taxable period (or portion thereof) beginning on or after the Closing Date.

"Buyer Released Matter" has the meaning set forth in Section 10.3(b).

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

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

"Buyer Union DB Pension Plan" has the meaning set forth in Section 6.7(b).

"Canadian Company Benefit Plan" means any Benefit Plan (a) that is solely sponsored and maintained by any member of the Company Group other than WFU, and (b) except as provided in Section 7.2(d), in which the sole participants are, or as of the Closing will be, Employees (or their eligible spouses, dependents or beneficiaries).

"Canadian Employees" means Employees employed by WFF or WFB.

"Canadian Multi-Employer Plan" means any Canadian multi-employer pension plan (as defined under the Ontario *Pension Benefits Act* or similar plan or arrangement under any other provincial or federal pension benefits standards legislation) or any Canadian multi-employer health and welfare plan, neither of which is sponsored, maintained and administered by a member of the Company Group and to which any member of the Company Group has any liability.

"Cash" means the aggregate amount of cash, cash equivalents, marketable securities and instruments and deposits held by members of the Company Group as of the Determination Time, determined in accordance with the Accounting Principles. For avoidance of doubt, Cash shall (a) exclude Restricted Cash, (b) be calculated net of issued but uncleared checks, drafts, and wires written or issued by members of the Company Group; 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, (c) include checks, drafts and wire transfers deposited or in transit for the account of any member of the Company Group, other deposits in transit and other credits in-process issued or initiated by any member of the Company Group, (d) not include any amounts included in Working Capital, and (e) be reduced for any payments made between the Determination Time and Closing which are not captured as a deduction to the Purchase Price through either a liability in Working Capital, Transaction Expenses, or Indebtedness. For purposes of determining Cash, the Parties shall convert any amounts stated in currency other than Dollars into Dollars at the average daily rate of exchange published on bankofcanada.ca on the Closing Date.

"CBCA" has the meaning set forth in Section 6.12(a).

"Certification" means any designation, permission, license, agreement or certification related to the labeling, advertising or Distribution of any product of the Business, or related to food composition or quality, the food safety systems of any Leased Real Property or Owned Real Property, including, without limitation, the representation of any product as being "gluten-free," "kosher," "halal," "non-GMO," "organic" or having or lacking any other attribute or ingredient.

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

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

"Closing Ancillary Financing Document" means customary perfection certificates, pledge and security documents, certificates, incumbencies, corporate organizational documents and good standing certificates, in each case to the extent required to be delivered to a Debt Financing Source to satisfy a financing condition.

"Closing Date" has the meaning set forth in Section 2.2(a).

"Closing Payment" has the meaning set forth in Section 2.3.

"COBRA" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar state Law.

"Code" means the United States Internal Revenue Code of 1986, as amended (including any successor Law thereto).

"Commissioner" means the Commissioner of Competition appointed under subsection 7(1) of the Competition Act, and includes a Person duly authorized to exercise the powers and perform the duties of the Commissioner.

"Commitment Letters" means the Debt Financing Commitment Letter and the Equity Financing Commitment Letter.

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

"Company Benefit Plan" means, collectively, any Canadian Company Benefit Plan and any US Company Benefit Plan.

"Company DB SERP" means the Loblaw Companies Limited Supplemental Retirement Plan for Executive Employees (a notional defined benefit supplemental pension arrangement).

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

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

"Company Group" means the Companies and the Subsidiaries.

"Company Intellectual Property" means all Intellectual Property owned by a member of the Company Group.

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

"Company Non-Union DB Pension Plans" means the defined benefit component in which the non-unionized Canadian Employees participate in the Pension Plan of George Weston Limited and Related Companies, registration number 0351692, the Loblaw Group Consolidated Salaried Plan, registration number 0373175, the defined benefit component in which the non-unionized Canadian Employees participate in the Weston Group Consolidated Executive Plan, registration number 1170059 and the Company DB SERP.

"Company Union DB Pension Plan" means the defined benefit component in which the unionized Canadian Employees participate in the Pension Plan of George Weston Limited and Related Companies, registration number 0351692.

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

"Competition Act Approval" means that either:

(a) the Commissioner shall have issued an Advance Ruling Certificate; or

(b) the applicable waiting period under Part IX of the Competition Act in respect of the transactions contemplated by this Agreement shall have expired or shall have been waived or terminated early by the Commissioner.

"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 Buyer in connection with the transactions contemplated hereby and by the Related Agreements.

"Confidentiality Agreements" means the confidentiality agreement dated June 3, 2021, between GWL and Sycamore Partners Management, L.P. and the confidentiality agreement dated

May 21, 2021 between FGF Brands Inc. and GWL, relating to the transactions contemplated hereby, as amended, restated or otherwise modified from time to time.

"Contaminated" means the presence of Hazardous Substances in, on or under the Environment or building materials at concentrations that have given or would reasonably be expected to give rise to a material liability of the Company Group under any Environmental Law with respect to such presence of Hazardous Substances.

"Contract" means any written or oral 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" has the meaning set forth in Section 4.13(f).

"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 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 delivered to Sellers on the date hereof, as amended, supplemented or replaced in compliance with this Agreement, pursuant to which the financial institution party thereto has 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 a portion 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 Affiliate" means the Debt Financing Sources, together with each Affiliate of such Persons and each of such Persons' and such Affiliates' respective successors and assigns and each officer, director, employee, partner, trustee, controlling Person, advisor, attorney, agent and representative of each such Person or Affiliate and their respective successors and assigns.

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

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

"Disclosure Schedule" means the Disclosure Schedule delivered by Sellers and the Companies to Buyer on the date hereof.

"Discontinued SERP Participant" and "Discontinued SERP Participants" have the meanings set forth in Section 6.7(e).

"Disputed Item" has the meaning set forth in Section 2.4(e).

"Distribute" or "Distribution" means the production, manufacture, labeling, packaging, distribution, advertising, transportation, storage, sale, import or export of any product of the Business or any ingredient or other component, labeling, or packaging thereof.

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

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

"Effective Time" has the meaning set forth in Section 2.2(a).

"Employee" means any individual (whether active or inactive) who is employed by any member of the Company Group as of the relevant time.

"Employee Closing Payment Amount" means the aggregate amount payable to 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(a) of the Disclosure Schedule (it being understood and agreed that Sellers shall deliver to Buyer an updated version of the list contemplated by Section 1.1(a) of the Disclosure Schedule on the second Business Day prior to the Closing), plus the employer portion of any Taxes attributable to such amounts.

"Enforceability Exceptions" means principles of equity and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction and bankruptcy, insolvency, reorganization, moratorium, receivership and similar Laws affecting the enforcement of creditors' rights generally.

"Environment" means the natural environment, including soil, groundwater, surface water or ambient air.

"Environmental Law" means any applicable Law pertaining to the protection of the Environment, pollution, or public or worker health or safety, and any applicable orders, judgments, decrees or Permits under such Laws, in each case as existing on or prior to the Closing Date.

"Equity Financing" means the equity financing incurred or to be incurred pursuant to the Equity Financing Commitment Letter.

"Equity Financing Commitment Letter" means the equity financing commitment letter delivered to Sellers on the date hereof, between Buyer and the Persons named therein, pursuant to which such Persons have committed to invest or cause to be invested in the equity capital of Buyer the amount set forth therein for the purposes of financing the transactions contemplated hereby, including the payment of a portion of the Purchase Price.

"Equity Financing Source" means any Person that has committed to provide the Equity Financing pursuant to the Equity Financing Commitment Letter.

"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 or at any relevant time was 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 2.4(a).

"Estimated Indebtedness" has the meaning set forth in Section 2.4(a).

"Estimated Transaction Expenses" has the meaning set forth in Section 2.4(a).

"Estimated Working Capital Adjustment" has the meaning set forth in Section 2.4(a).

"Executory Contract" means a Contract that has any material obligation on the part of any member of the Company Group remaining unperformed under such Contract, excluding any purchase orders or sales orders entered into in the ordinary course of business.

"Fee Letter" has the meaning set forth in Section 5.5(b).

"Final Cash" has the meaning set forth in Section 2.4(e).

"Final Indebtedness" has the meaning set forth in Section 2.4(e).

"Final Post-Closing Statement" has the meaning set forth in Section 2.4(e).

"Final Transaction Expenses" has the meaning set forth in Section 2.4(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 2.4(e).

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

"Financing" means the Equity Financing and the Debt Financing.

"Financing Conditions" means the conditions precedent to the Financing set forth in (a) Exhibit "B" under the heading "Conditions to Initial Borrowing" and Exhibit "C" of the Debt Financing Commitment Letter, with respect to the Debt Financing, and (b) Section 2 of the Equity Financing Commitment Letter, with respect to the Equity Financing.

"Financing Failure Event" means any of the following: (a) the Equity Financing Commitment Letter, Debt Financing Commitment Letter or other commitments with respect to all or any portion of the Financing expire or are terminated; (b) for any reason, all or any portion of the Financing is or becomes unavailable, 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); (c) a breach, threatened breach or repudiation by any party to the Commitment Letters; or (d) any party to a Commitment Letter or any Affiliate or agent of such Person alleges that any of the events set forth in clauses (a) through (c) has occurred.

"Financing Sources" means the Debt Financing Sources and the Equity Financing Sources.

"Financing Uses" has the meaning set forth in Section 5.5(b).

"Food Safety Laws" means all Laws relating in whole or in part to food safety and the Distribution of food products applicable to the Business, including: (a) in Canada, the *Food and Drugs Act* (Canada), the *Food and Drug Regulations* (Canada), the *Safe Food for Canadians Act*, the *Safe Food for Canadians Regulations* (Canada), the *Consumer Packaging and Labelling Act* (Canada), the *Food Products Act* (Québec), and *Organic Products Regulations* (Canada); and (b) in the United States, (i) the United States Federal Food, Drug and Cosmetic Act and all amendments thereto and regulations issued thereunder or any state or other pure food and drug Law; (ii) the Fair Packaging and Labeling Act and all amendments thereto and regulations issued thereunder; (iii) applicable consumer protection Laws; and (iv) applicable Laws issued, administered, or enforced by the United States Food and Drug Administration, the United States Department of Agriculture, the United States Federal Trade Commission or other Governmental Authority.

"Former Company Group Members" has the meaning set forth in Section 6.8(a).

"Former Company Group Member Annuities" has the meaning set forth in Section 6.8(a).

"Fraud" means a representation or warranty expressly and specifically made by a Seller in Article 3 or Article 4, in each case qualified by the Disclosure Schedule, that, as determined by a final, non-appealable order in a court of competent jurisdiction: (a) was false when made; (b) was made with the actual knowledge, after reasonable inquiry of such individual's direct reports, of an individual identified in the definition of "Knowledge of the Companies" that such representation or warranty was false when made; (c) was made with the specific intention of inducing Buyer to enter into this Agreement; and (d) was actually and justifiably relied upon by Buyer in entering into this Agreement, which reliance caused Buyer 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, misrepresentation 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 with respect to each individual purported to be involved.

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

"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 (or equivalent) 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 Business and the Ambient Excluded Business purchase or sell goods or services on a joint basis or otherwise have rights or obligations.

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

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

"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(b) 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."

"Hazardous Substance" means petroleum, any petroleum-based product, asbestos, per- and polyfluoroalkyl substances, any contaminant, pollutant, hazardous substance, hazardous waste or hazardous material as defined, listed or regulated (or any other substance, material or waste for which liabilities or standards of conduct are imposed) under any Environmental Law.

"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 set forth on Section 1.1(c) of the Disclosure Schedule.

"Income Tax" means any Tax measured by or imposed on net income (however denominated), including any interest, penalty or addition thereto, whether disputed or not.

"Indebtedness" means, as of any particular time with respect to the Company Group, without duplication, (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 arrangements solely to the extent drawn upon, (c) indebtedness created or arising under any conditional sale or other title retention agreement, (d) 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 Lien, (e) all equipment lease liability obligations which would be classified as capital leases prior to the adoption of IFRS 16, in respect of which a member of the Company Group is liable as lessee, (f) all amounts owing or due under any earn-out agreements, seller notes or similar payments (whether contingent or otherwise) or deferred purchase price arrangements of assets, property, securities or services calculated as the maximum amount payable under or pursuant to such obligation, (g) all amounts owing or due under, including any premiums, penalties, termination fees, expenses or breakage costs due upon prepayment of, any interest rate, forward-contract and foreign exchange or other hedging arrangements upon termination, novation or any assignment and assumption of such arrangements, in each case calculated on a mark-to-market basis as of the time of determination pursuant to which Indebtedness will be (A) reduced by such amount if such arrangement is in an asset position and (B) increased by such amount if such arrangement is in a liability position, (h) any declared but unpaid dividends or amounts owed to the Sellers or their Affiliates, (i) underfunded (which will increase Indebtedness) defined benefit pension (or defined benefit pension like) obligations, where pension assets and liabilities are calculated as of the Closing Date, respectively, based on an actuarial report prepared by an actuary to be agreed upon

by both Parties unfunded (or underfunded) post-employment health and welfare obligations, and unfunded deferred compensation obligations, whether or not accrued for on the Financial Statements, and all other similar amounts payable to any current or former employees, directors, officers, or other individual service providers, including the employer portion of any payroll Taxes payable in connection therewith, (j) any liabilities related to the purchase of shares under the employee share ownership plans of GWL and Loblaw Companies Limited; (k) all Pre-Closing Taxes; (l) to the extent not settled before the Determination Time, non-operating current liabilities (as contemplated in part (xiii) of the definition of "Working Capital") owed by the Company Group to the Sellers or their Affiliates (including, for the avoidance of doubt, GWL and Loblaw Companies Limited); and (m) all indebtedness referred to above which is directly or indirectly guaranteed by a member of the Company Group or which a member of the Company Group has agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which it has otherwise assured a creditor against loss, and; in each case, to the extent incurred and not paid prior to the Closing by the Company Group. Notwithstanding the foregoing, "Indebtedness" shall not include any obligation in respect of (i) banker's acceptances, letters of credit or similar arrangements to the extent not drawn upon, (ii) non-cancellable purchase commitments, (iii) accounts payable to the extent included in Working Capital, (iv) intercompany indebtedness and other balances between or among any of the members of the Company Group, (v) any amounts that are reflected in Working Capital or Transaction Expenses, (vi) land, building, property and operating lease obligations and any capitalized lease obligations where such expenses would be reflected in the Company Group's Earnings Before Interest, Taxes, Depreciation and Amortization as presented in the Company Group's financial plan, (vii) the Employee Closing Payment Amount or (viii) the Debt Financing or any other indebtedness incurred by or on behalf of Buyer. For purposes of determining Indebtedness, the Parties shall convert any amounts stated in currency other than Dollars into Dollars at the average daily rate of exchange published on bankofcanada.ca on the Closing Date.

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

"Intellectual Property" means: (a) all patents (including design and utility), patent applications and patent disclosures, including all reissues, divisionals, divisions, continuations, renewals, re-examinations, extensions and continuations-in-part of patents or patent applications, (b) all trademarks (including all registered and unregistered trademarks), service marks, trade dress, logos, trade names, domain names and corporate names, and all applications, registrations and renewals in connection therewith and all goodwill associated with any of the foregoing, (c) all copyrights and all applications, registrations and renewals in connection therewith, (d) all industrial designs and design applications, (e) all proprietary and non-public information, including trade secrets and confidential business information (including research and development, know-how, recipes, compositions, inventions (whether patentable or not), manufacturing and production processes, technical data, designs, specifications and business and marketing plans and proposals) and (f) all social media identifiers and accounts, works of authorship, inventions, formulations, rights in computer software (including source code and object code), data, and databases, and rights of publicity.

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

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

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

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

"Knowledge of the Companies" means the actual knowledge, after reasonable inquiry of such individual's direct reports, of Luc Mongeau, in his capacity as President of WFB, Tina Murrin, in her capacity as Chief Financial Officer of WFB, and Russ Montgomery, in his capacity as Senior Vice President of Integrated Supply Chain of WFB, and in each case, not in his or her personal capacity.

"Labor Agreement" has the meaning set forth in Section 4.7(a)(vi).

"Latest Balance Sheet" has the meaning set forth in Section 4.4(a).

"Law" means any (a) laws, principles of common law, constitutions, treaties, statutes, codes, orders, decrees, rules, regulations, by-laws and ordinances, (b) judgments, decisions, writs, injunctions, awards, directives or orders entered by any Governmental Authority, and (c) to the extent they have the force of law, written policies and written notices of any Governmental Authority.

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

"Licensed Intellectual Property" means Intellectual Property owned by a third party and that is licensed directly by the applicable third party owner or a sublicensor (other than GWL and/or GWL's subsidiaries pursuant to the Transition Services Agreement – Ambient and the Transition Services Agreement – Fresh/Frozen) under a Contract to one or more members of the Company Group.

"Lien" means any lien, encumbrance, mortgage, charge, claim, restriction, pledge, hypothec, security interest, license in respect of Intellectual Property, statutory or deemed trust, title defect, easement, right of way, encroachment, restrictive covenant or other encumbrance which, in substance, secures payment or performance of an obligation.

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

"Loss" means any loss, liability, claim, damage, cost, expense (including any reasonable legal fee or expense), interest, award, judgment, penalty or Tax.

"LTD Annuities" has the meaning set forth in Section 6.8(b).

"LTD Trust Members" has the meaning set forth in Section 6.8(b).

"Material Adverse Effect" means any fact, state of facts, event, development, occurrence, change, circumstance, result or effect that, individually or in the aggregate, (a) is or would reasonably be expected to have a material adverse effect on the financial condition or results of operations of the Company Group taken as a whole, or (b) materially impairs the ability of any of the Sellers or any member of the Company Group 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, that, in the case of clause (a) only, 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: (i) general economic, business, political, industry, trade or credit, commodities, financial or capital market conditions (whether in the United States or internationally), including any conditions affecting generally the industries or markets in which the Company Group operate; (ii) earthquakes, tornados, hurricanes, floods, acts of God and other force majeure events; (iii) any Public Health Event; (iv) acts of war (whether declared or not declared), sabotage, terrorism, military actions or the escalation thereof; (v) any changes or prospective changes in Law, regulations or accounting rules, 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; (vi) strikes, slowdowns or work stoppages; (vii) any bankruptcy, insolvency or other financial distress of any customer, supplier or other counterparty of any member of the Company Group; (viii) the taking of any action required or permitted by this Agreement or the Related Agreements; (ix) the negotiation, entry into or public announcement of this Agreement or pendency of the transactions contemplated by this Agreement, including (A) any suit, action or proceeding in connection with the transactions contemplated by this Agreement, (B) any actions of competitors, (C) any actions taken by or losses of employees, customers, suppliers or other counterparties of any of any member of the Company Group, including as a result of the identity of Buyer or any communication regarding plans or intentions with respect to the Business, (D) any delays or cancellations of orders for products or services or (E) any actions taken in connection with obtaining regulatory consents; (x) the resignation or other termination of the employment of any senior executive of the Company Group; (xi) any developments or matters related to the Competition Litigation; (xii) the breach of this Agreement, any Related Agreement or the Confidentiality Agreements by Buyer; (xiii) the taking of any action at the request of, or with the approval (or deemed approval) from, Buyer; (xiv) any existing event, occurrence or circumstance with respect to which Buyer has knowledge as of the date hereof (including any matter set forth in the Disclosure Schedule); (xv) any actions required to be taken under Law or any Material Contracts; (xvi) the actions or omissions of Buyer; and (xvii) the failure by any member of the Company Group 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 clauses (ii), (iv) and (v), in each case, such matter does not have a materially disproportionate effect on the Company Group (on a consolidated basis) relative to other companies and entities operating in the industries in which any of the members of the Company Group operate. For the avoidance of doubt, any material adverse effect on the financial condition or results of operations of the Company Group as a result of owning or operating the Ambient 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 Customers" has the meaning set forth in Section 4.21

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

"Material Suppliers" has the meaning set forth in Section 4.21.

"Material Third Party Leases" has the meaning set forth in Section 4.15(a).

"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.

"No Action Letter" means written confirmation from the Commissioner that the Commissioner does not, at that time, intend to make an application under section 92 of the Competition Act in respect of the transactions contemplated by this Agreement.

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

"Objection Notice" has the meaning set forth in Section 2.4(e).

"OHSA" has the meaning set forth in Section 4.10(i).

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

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

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

"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 in respect of which reserves are being maintained in accordance with IFRS or GAAP, as applicable; (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 by appropriate proceedings and in respect of which reserves are being maintained 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, which, in all of the cases listed below in this clause (d), do not materially detract from the values or uses of such properties taken as a whole, (i) all matters of record, 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 any member of the Company Group or any of their respective properties; (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 leases, licenses (other than with respect to Intellectual

Property) and other occupancy agreements; (e) Liens securing the obligations of any member of the Company Group under or in respect of Indebtedness; (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 and licensors arising under lease agreements or license arrangements; (j) any restriction on transfer arising under any applicable securities Laws; (k) 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; (l) non-exclusive licenses of Intellectual Property granted in the ordinary course of business; (m) Liens that affect the underlying fee interest of any Leased Real Property; and (n) Liens set forth in Section 1.1(d) 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 2.4(c).

"Pre-Closing Ancillary Financing Document" means all documentation and other information required to be delivered to the Debt Financing Sources in relation to the Company Group pursuant to Exhibit "C" of the Debt Financing Commitment Letter by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations (including a certification regarding beneficial ownership).

"Pre-Closing Period" means any Taxable period (or portion thereof) ending on or before the Closing.

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

"Pre-Closing Statement" has the meaning set forth in Section 2.4(a).

"Pre-Closing Taxes" means, without duplication, (a) all unpaid Taxes in respect of any Pre-Closing Period and all Taxes allocable to any portion of a Straddle Period ending on the Closing, which shall be calculated by allocating to the Pre-Closing Period 100 percent of any remaining adjustments under Code Section 481 (or similar provision of state or local law) that were not included in taxable income of a member of the Company Group prior to the Closing, regardless of when such income is actually required to be recognized under applicable Law, (b) all Taxes arising as a result of, or in relation to, the Pre-Closing Reorganization (other than the WFF Transfer Taxes) including, without limitation, any Taxes resulting from the elected amounts determined for purposes of section 85 of the Tax Act in respect of the asset transfers referred to in Section 7.5(g), Section 7.5(h), and Section 7.5(i), (c) all Taxes payable as a result of the sale by WFB to WB Frozen Inc. of the WFF Shares and the WFB Distribution, as contemplated in Section 2.1 hereof and (d) Taxes relating to events, transactions, or payments occurring prior to the Closing that were deferred under any COVID Program. Each of the foregoing shall be calculated on a jurisdiction-by-jurisdiction and entity-by-entity basis in amounts not less than zero and

without any offsets or reductions with respect to Tax refunds, and shall only include offsets or reductions with respect to Tax overpayments to the extent reducing the amount of unpaid Taxes in any jurisdiction (but not below zero dollars $0.00).

"Prime Rate" means, with respect to a particular date, the rate of interest expressed as a rate per annum that the Canadian Imperial Bank of Commerce establishes at its head office in Toronto, Ontario as the reference rate of interest that it will charge on that date for Canadian dollar demand loans to its customers in Canada and which it, on that date, refers to as the Prime Rate.

"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, any member of the Company Group 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 any member of the Company Group or any Affiliate thereof.

"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.

"Public Health Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, 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 2.3.

"Purchased Assets" has the meaning set forth in the APA.

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

"Recall" means any voluntary or involuntary attempt or instruction to return any product of the Business to the control of any member of the Company Group, or to otherwise recall, retrieve, withdraw, remove, stop, or limit the Distribution of any such product, or to encourage or direct the disposal, destruction, or nonuse of any such product, due to a known or potential safety risk associated with the consumption of the product, or the potential violation of Food Safety Laws from the continued Distribution of the product.

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

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

"Related Agreements" means the Confidentiality Agreements, 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.

"Required Regulatory Approvals" has the meaning set forth in Section 8.1(a).

"Restricted Cash" means any cash which is not freely usable by the Company Group because it is subject to restrictions, limitations or taxes on use or distribution by Law, Contract or otherwise, including without limitation, restrictions on dividends, repatriations, escrow or lease deposits or any other form of restriction.

"Restrictive Covenants" has the meaning set forth in Section 7.8(e).

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

"Sanctioned Country" means any country or region or government thereof that is, or has been in the last five years, the subject or target of a comprehensive embargo under Trade Controls (including Cuba, Iran, North Korea, Sudan, Syria, Venezuela, and the Crimea region of Ukraine).

"Sanctioned Person" means any Person that is the subject or target of sanctions or restrictions under Trade Controls including: (i) any Person listed on any U.S. or non-U.S. sanctions- or export-related restricted party list, including the U.S. Department of the Treasury Office of Foreign Assets Control's ("OFAC") List of Specially Designated Nationals and Blocked Persons, or any other OFAC, U.S. Department of Commerce Bureau of Industry and Security, or U.S. Department of State sanctions- or export-related restricted party list, or any Person listed on any Sanctions-related list maintained by Global Affairs Canada including the Consolidated Canadian Autonomous Sanctions List; (ii) any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by a Person or Persons described in clause (i); or (iii) any national of a Sanctioned Country.

"Sanctions Laws" means all U.S. and non-U.S. Laws relating to economic or trade sanctions, including the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State), the United Nations Security Council and Global Affairs Canada.

"Seller Group" means the Sellers and their respective subsidiaries other than any member of the Company Group.

"Seller Group Benefit Plan" means any Benefit Plan that is not a Company Benefit Plan.

"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 any member of the Company Group) in relation to or arising out of any liabilities or obligations of the Business or any member of the Company Group, including those set forth on Section 1.1(f) 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(a).

"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 1.1(g) of the Disclosure Schedule.

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

"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.

"Subsidiary" means 13158641 Canada Inc., a Canadian corporation, and WFF, each of which is a subsidiary of WFB. For the avoidance of doubt, for the purposes of this Agreement, Interbake is not a Subsidiary.

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

"Supply Agreement Payment" means forty million Dollars ($40,000,000).

"Tax" (and, with correlative meaning, "Taxes," "Taxable" and "Taxing") means (i) any federal, provincial, state or local or net income, capital gains, gross income, gross receipts, sales, use, transfer (including land transfer), ad valorem, franchise, profits, license, capital stock, net wealth, withholding, payroll, estimated, employment, disability, excise, goods and services, severance, stamp, occupation, premium, property, social security, government pension plan contributions, property, escheat, abandoned or unclaimed property, environmental (including Code section 59A), alternative or add-on, value added, registration, windfall profits or other taxes, duties, charges, fees, levies or other assessments imposed by any Governmental Authority; (ii) any interest, penalties or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in clause (i) above or this clause; (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i), (ii) or (iii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"Tax Act" means the *Income Tax Act* (Canada), as amended (including any successor Law thereto).

"Tax Proceeding" has the meaning set forth in Section 7.5(x).

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

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

"Termination Fee" is defined in Section 9.2(b)(i).

"Territory" means North America.

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

"Torys" means Torys LLP.

"Trade Controls" has the meaning set forth in Section 4.13(g).

"Transaction Expenses" means, without duplication: (a) the out-of-pocket fees, costs and expenses of the Company Group (i) of investment bankers, legal counsel, accountants, consultants, brokers, finders or similar service providers, and other advisors in connection with the preparation, negotiation, execution, performance, and delivery of this Agreement and the consummation of the transactions contemplated hereby, including any Taxes thereon, and (ii) associated with obtaining necessary or appropriate waivers, consents or approvals of any third Person on behalf of the Company Group with obtaining the release and termination of any Lien; and (b) all change of control payments, bonuses (including any transaction bonuses and discretionary bonuses), severance, termination (including all contractual, statutory, civil and common law obligations) and retention obligations and similar amounts payable for which any of member of the Company Group becomes liable 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 Taxes payable in connection therewith; in each case, to the extent incurred and not paid prior to the Closing by the Company Group; provided, however, that Transaction Expenses shall exclude any amounts included in the Employee Closing Payment Amount, Working Capital or Indebtedness.

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

"Transition Employees" means (i) certain former employees of WFF, WFB and their Subsidiaries whose employment was terminated or will terminate, in each case, effective on or following July 11, 2021 and prior to the Closing Date (including any eligible spouse, dependent or beneficiary thereof), and (ii) certain employees (including former employees and, in each case, the eligible spouse, dependent or beneficiary thereof) of the Ambient Excluded Business and of JFS Inc. and Sun Fresh LLC.

"Transition Services Agreement – Ambient" means the Transition Services Agreement in respect of services between the Business and the Ambient Excluded Business, substantially in the form mutually agreed upon by the Parties, with any amendments and modifications required pursuant to Section 6.13.

"Transition Services Agreement – Fresh/Frozen" means the Transition Services Agreement in respect of services between the 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.

"US Company Benefit Plan" means any Benefit Plan that is, or will be as of the Closing (pursuant to Section 6.11), (i) sponsored by WFU or (ii) in which the sole participants are U.S. Employees (or their eligible spouses, dependents or beneficiaries).

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988.

"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 Ambient Excluded Business and the Business.

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

"WFB Distribution" means the distribution from WFB to GWL of the proceeds received by WFB for the sale of the WFF Shares pursuant to this Agreement, net of applicable Taxes, which distribution shall (a) occur immediately after the sale of the WFF Shares and (b) be in such amount as set forth on the Allocation Schedule.

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

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

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

"WFF Shares" has the meaning set forth in the Recitals.

"WFF Transfer Taxes" has the meaning set forth in Section 7.5(a).

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

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

"WFU Membership Interests" has the meaning set forth in the Recitals.

"Working Capital" means (a) all current assets of the members of the Company Group minus (b) all current liabilities of the members of the Company Group, 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 (and excluding any line items specifically excluded from) the Illustrative Calculation; provided, however, that in no event will the determination of "Working Capital" include (i) Cash, (ii) Income Tax assets or liabilities of the members of the Company Group, (iii) any intercompany indebtedness and other balances between or among the members of the Company Group, (iv) Indebtedness or other items taken into account in determining the Closing Payment or Purchase Price or otherwise paid under Section 2.3, (v) any litigation and claims, including any settlements, unasserted claims and related allowances and the items set forth in Section 4.12 of the Disclosure Schedule, as well as any reserves and accruals established in respect thereof, (vi) any liabilities, obligations or claims related to environmental matters, including unasserted claims and related allowances and the items set forth in Section 4.14(a) of the Disclosure Schedule, as well as any reserves and accruals established in respect thereof, (vii) any severance, retention, and other restructuring cost related items, (viii) any purchase accounting adjustments or current assets or current liabilities that result from the transactions contemplated by this Agreement, including those arising from Accounting Standards Codification section 805 (i.e., Business Combinations), (ix) any accruals or other amounts related to the Employee Closing Payment Amount (x) any assets and liabilities relating to or arising out of the Ambient Excluded Business, (xi) Transaction Expenses, (xii) 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 (xiii) non-operating items as between the Company Group, 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 Company Group procures through GWL and Loblaw Companies Limited but for use in the Business, (B) payroll amounts paid by Loblaw Companies Limited on behalf of the Company Group, and (C) rebates/penalties and other similar adjustments paid by the Company Group to Loblaw Companies Limited. For purposes of this definition, including the calculation of "current assets" and "current liabilities", the Parties shall convert any amounts stated in currency other than Dollars into Dollars at the average daily rate of exchange published on bankofcanada.ca on the Closing Date. Working Capital on October 9, 2020 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 Ten Million Dollars ($110,000,000).

"Working Capital Upper Collar Amount" means One Hundred Fifty Million Dollars ($150,000,000).

"Wrong Pockets Agreement" means the Wrong Pockets Agreement in a 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.

(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 "provided" or "made available" to Buyer 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 relevant time of determination.

(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

2.1 Purchase and Sale of the Transferred Equity Interests. At the Closing, (a) first, WFB shall sell, and WB Frozen Inc. shall purchase from WFB, all of WFB's right, title and interest in and to all of the WFF Shares owned by WFB, free and clear of all Liens, and (b) second, immediately after the completion of the transactions contemplated by the foregoing clause (a) and the payment of the related WFB Distribution, (i) GWL shall sell, and Wonder Brands Inc. shall purchase from GWL, all of GWL's right, title and interest in and to all of the WFB Shares owned by GWL, free and clear of all Liens, and (ii) WFUH shall sell, and WB Frozen Acquireco US, LLC shall purchase from WFUH, all of WFUH's right, title and interest in and to all of the WFU Membership Interests owned by WFUH, free and clear of all Liens.

2.2 Closing.

(a) Subject to the following provisos, 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 five (5) 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 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 Buyer 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 Buyer and Sellers. 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, or as applicable, shall cause WFB or WFF, as applicable, to, deliver the following to Buyer or Buyer's designated Affiliate:

(i) duly executed original instruments of transfer for the Transferred Equity Interests in favor of Buyer or such designated Affiliate, in a form reasonably satisfactory to Buyer;

(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)(i) and Section 8.2(b) have been satisfied with respect to GWL 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)(i) and Section 8.2(b) have been satisfied with respect to WFUH;

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

duly executed by a manager of WFU certifying with respect to WFU that the conditions set forth in Section 8.2(a)(i) and Section 8.2(b) with respect to WFU 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 those directors of each member of the Company Group specified by Buyer no later than three (3) Business Days prior to the Closing Date, in each case with effect from the Effective Time;

(vi) the Supply Agreement, duly executed by WFB and Loblaws Inc.;

(vii) the Transition Services Agreement – Ambient, duly executed by the parties thereto;

(viii) the Transition Services Agreement – Fresh/Frozen, duly executed by the parties thereto;

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

(x) a properly completed and executed IRS Form W-9 on behalf of WFUH.

(c) At or prior to the Closing, the applicable Buyer or Buyer's designated Affiliate shall deliver the following to Sellers or the applicable member of the Company Group:

(i) the Closing Payment by wire transfer of immediately available funds to such account or accounts as are designated in writing by Sellers to Buyer 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, which advance shall be satisfied by wire transfer of immediately available funds to such accounts set forth in Section 1.1(a) of the Disclosure Schedule;

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

(iv) the Supply Agreement, duly executed by Buyer.

2.3 Calculation of Purchase Price and Closing Payment. The base consideration payable by Buyer and its designated Affiliates, if applicable, to Sellers and WFB for the Transferred Equity Interests is One Billion Two Hundred Million Dollars ($1,200,000,000) (the "Base Purchase Price"). At the Closing, the applicable Buyer shall, or shall cause one or more of its designated

Affiliates to, 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 (which may be positive or negative); minus (iv) Estimated Indebtedness; minus (v) the Employee Closing Payment Amount; minus (vi) the Supply Agreement Payment; minus (vii) Estimated Transaction Expenses. The Closing Payment, as adjusted after the Closing pursuant to Section 2.4, is referred to herein as the "Purchase Price."

2.4 Purchase Price Adjustment.

(a) At least five (5) Business Days prior to the Closing Date, Sellers shall deliver to Buyer a statement (the "Pre-Closing Statement"), executed by the Companies, 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) Transaction Expenses as of immediately prior to the Closing (the "Estimated Transaction Expenses"), (v) the Closing Payment calculated in accordance with Section 2.3 and (vi) the allocation of the Closing Payment in accordance with the principles set out in Section 2.5(a). The Pre-Closing Statement shall be prepared in good faith in accordance with the Accounting Principles, and shall include a reasonably detailed calculation of the items constituting the Closing Payment, together with reasonably detailed supporting materials used in the preparation of the Pre-Closing Statement. Buyer may review the Pre-Closing Statement and Sellers shall provide to Buyer 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 Buyer in good faith to respond to any questions of Buyer 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 Company Group or their respective Affiliates. If Buyer 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. Buyer's opportunity to review shall in no event delay the Closing or the Closing Date and if Buyer and Sellers disagree on any items set forth in the Pre-Closing Statement at the end of such review period, without any prejudice to Buyer's rights under other clauses in this Section 2.4, the Sellers' positions shall be reflected in the Pre-Closing Statement.

(b) After the Closing and subject to Section 2.4(c) and Section 2.4(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) (A) increased by the amount (if any) by which Final Working Capital Adjustment exceeds Estimated Working Capital Adjustment, or (B) decreased by the amount (if any) by which Estimated Working Capital Adjustment exceeds 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 sixty (60) days after the Closing Date (or such other date as mutually agreed to by Sellers and Buyer in writing), Buyer shall (i) prepare and deliver to Sellers a statement of (A) the calculation of Estimated Cash, the Estimated Working Capital Adjustment, Estimated Indebtedness, the 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 2.5(a) (the "Post-Closing Statement"), and (ii) deliver the Post-Closing Statement to Sellers. The Post-Closing Statement shall be prepared in good faith in accordance with the Accounting Principles, and shall include a reasonably detailed calculation of the items constituting the Purchase Price, together with reasonably detailed supporting materials used in the preparation of the Post-Closing Statement. The Parties agree that (1) in determining the Final Working Capital Adjustment and the related adjustment contemplated by this Section 2.4, no Party will be permitted to introduce judgments, accounting methods, policies, principles, practices, procedures, assumptions, conventions, categorizations, definitions, techniques (including in respect of management's exercise of judgment), classifications or estimation methodologies different than the Accounting Principles; (2) the Post-Closing Statement shall not include any purchase accounting or other adjustment arising out of the consummation of the transactions contemplated by this Agreement (except with respect to Indebtedness and Transaction Expenses) or the Related Agreements and shall not be impacted by any action of Buyer, any member of the Company Group or any of their respective Affiliates after the Closing; and (3) the calculations of Working Capital shall only include the same line items included in the Illustrative Calculation. If, for any reason, Buyer fails to deliver the Post-Closing Statement to Sellers within the period contemplated by the first sentence of this Section 2.4(c), then the Pre-Closing Statement delivered by Sellers to Buyer pursuant to Section 2.4(a) shall be deemed to be the Final Post-Closing Statement.

(d) In connection with the review of the Post-Closing Statement by Sellers, Buyer shall provide Sellers and their respective Representatives with prompt and reasonable access to the books and records, personnel, facilities and Representatives of the Companies that are used or relied on in the preparation of the Post-Closing Statement, subject to execution by the Sellers or their respective Representatives of customary access letters. Furthermore, Sellers shall have the right to review the work papers of Buyer 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 Buyer or the Companies, as the case may be; provided, however, that the independent accountants of the Companies, 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 its receipt of the Post-Closing Statement, Sellers shall inform Buyer 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, Buyer and Sellers shall negotiate in good faith to resolve each dispute raised therein (each, a "Disputed Item"). If Buyer 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 Buyer 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 Buyer in writing that the Post-Closing Statement is acceptable pursuant to Section 2.4(e)(i), the date on which Sellers so inform Buyer (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 2.4(c)); (2) in the event that Sellers do not deliver an Objection Notice to Buyer pursuant to Section 2.4(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 2.4(c)); (3) in the event that Sellers have delivered an Objection Notice to Buyer pursuant to Section 2.4(e)(ii), the date of an agreement in writing by Buyer 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 Buyer 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 Buyer and Sellers); and (4) in the event that Buyer and Sellers engage the Accounting Firm to resolve any remaining Disputed Items pursuant to this Section 2.4(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 2.4(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 2.4(c), together with any modifications thereto agreed to by Buyer and Sellers). At such time determined in accordance with Section 2.4(c) or this Section 2.4(e), as applicable, 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 2.4(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 2.4 and the relevant

definitions and other terms of this Agreement; (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 Buyer 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 Buyer and Sellers which are in accordance with the guidelines and procedures set forth in this Agreement (i.e., not on the basis of independent review).

(g) For purposes of complying with this Section 2.4, Buyer 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 Buyer 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 2.4(g). The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.4(g) shall be allocated between Buyer, on the one hand, and Sellers, on the other hand, in inverse proportion to their success on the unresolved Disputed Items, *i.e.*, (A) Buyer 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 Buyer (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 Buyer and Sellers in accordance with such allocation methodology, such determination to be final and binding on Buyer and Sellers. Except as otherwise set forth in Section 2.4(c) and this Section 2.4(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 Buyer and its Representatives incurred in connection with the Post-Closing Statement and any Disputed Items shall be borne by Buyer.

(h) If the Purchase Price payable to each Seller for the applicable Transferred Equity Interests (as finally determined in the Final Post-Closing Statement):

(i) exceeds the Closing Payment paid to the applicable Seller for such Transferred Equity Interests, 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 Buyer 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 for such Transferred Equity Interests, 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 the applicable Buyer or as Buyer may otherwise direct an amount equal to such deficiency by wire transfer of immediately available funds.

(i) If the Purchase Price payable to WFB for the applicable Transferred Equity Interests (as finally determined in the Final Post-Closing Statement):

(i) exceeds the Closing Payment paid to WFB for such Transferred Equity Interests, 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 Buyer shall pay, or cause to be paid, to GWL, on behalf of WFB, an amount equal to such excess, net of any incremental Taxes thereon, by wire transfer of immediately available funds and WFB shall amend the WFB Distribution to reflect the difference between the Purchase Price payable to WFB for the applicable Transferred Equity Interests and the Closing Payment, net of such Taxes; or

(ii) is less than the Closing Payment paid to WFB, then promptly and in any event within three (3) Business Days after the Purchase Price is finally determined in the Final Post-Closing Statement, GWL shall pay, on behalf of WFB, to the applicable Buyer or as Buyer may otherwise direct an amount equal to such deficiency, net of any savings in the amount of Taxes that previously reduced the amount of the WFB Distribution, by wire transfer of immediately available funds and WFB shall amend the WFB Distribution to reflect the difference between the Purchase Price payable to WFB for the applicable Transferred Equity Interests and the Closing Payment, net of such savings.

The amounts in Section 2.4(h)(i), Section 2.4(h)(ii), Section 2.4(i)(i) and Section 2.4(i)(ii) shall be exclusive of any fees and expenses owed to the Accounting Firm by any Party pursuant to Section 2.4(g).

(j) This Section 2.4 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 Buyer or Sellers be entitled to any duplicative recovery as a result of the rights and remedies afforded in this Agreement or the Related Agreements.

(k) The Parties shall treat any adjustment to the Closing Payment pursuant to this Section 2.4 as an adjustment to Purchase Price for Canadian and U.S. federal, state, provincial and local income tax purposes.

2.5 Allocation of Consideration.

(a) Section 2.5 of the Disclosure Schedule contains a schedule (the "Allocation Schedule") (i) indicating the basis on which the Base Purchase Price will be allocated among the WFF Shares, the WFB Shares and the WFU Membership Interests 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). Prior to the Closing Date, the Parties will use their reasonable best efforts to agree on an allocation of the Base Purchase Price among the WFF Shares, the WFB Shares and the WFU Membership Interests in accordance with the Allocation Schedule.

(b) The Closing Payment and Purchase Price shall be allocated among the WFF Shares, the WFB Shares and the WFU Membership Interests 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 2.3(ii) to (iv) (in the case of the Closing

Payment) and Section 2.4 (in the case of the Purchase Price) of each of WFF, WFB and WFU (and, in the case of WFB, its Subsidiaries).

(c) The Parties agree, unless otherwise required by Law, (i) not to take any position inconsistent with the Allocation Schedule, and the allocations described in Section 2.5(a) hereof, and (ii) the transactions contemplated by this Agreement shall not be treated as giving rise to any deemed payments to Buyer or its Affiliates as a result of assuming any obligations with respect to prepaid amounts or deferred revenue, in each case, for U.S. federal (and applicable state and local) income Tax reporting purposes.

2.6 Withholding. Notwithstanding anything in this Agreement to the contrary, Buyer, Sellers, and the members of the Company Group shall be entitled to deduct and withhold from any payments made pursuant to this Agreement such amounts as such Person determines it is required to deduct and withhold with respect to such payments under the Code or any provision of state, local or non-U.S. Law. If such Person determines that it is required to make such deductions or withholdings, except to the extent such deductions or withholdings are in respect of compensation for services or the failure to provide the form specified in Section 2.2(b)(x), it shall provide the recipient of such payment notice of its determination at least seven (7) Business Days prior to the date of such payment, and shall consider in good faith any comments made by the recipient or its counsel to the effect that such deduction or withholding is not required under applicable Law. To the extent that amounts are so withheld, such withheld amounts will 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 OF SELLERS

Each Seller, severally and not jointly, hereby represents and warrants to Buyer that, except as set forth in the Disclosure Schedule:

3.1 Due Organization; Ownership of Transferred Equity Interests.

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

(b) (i) GWL is the legal and beneficial owner of the WFB Shares, (ii) WFUH is the legal and beneficial owner of the WFU Membership Interests and (iii) WFB is the legal and beneficial owner of the WFF Shares, in each case free and clear of all Liens other than restrictions on transfer under applicable securities Law. Upon the delivery by (A) WFB of the WFF Shares, (B) GWL of the WFB Shares and (C) WFUH of the WFU Membership Interests, in each case to WB Frozen Inc., Wonder Brands Inc. and WB Frozen Acquireco US, LLC, respectively, in the manner contemplated in Article 2, and the payment by Buyer to Sellers or WFB of the Purchase Price, Buyer 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) Except for this Agreement, there are no outstanding options, restricted stock awards, restricted stock units, stock appreciation rights, profit participation rights, warrants, rights

(including call, put, preemptive, subscription, exchange and/or conversion rights), calls, or other Contracts obligating (i) GWL to transfer or sell any of the WFB Shares, (ii) WFB to transfer or sell any of the WFF Shares, or (iii) WFUH to transfer or sell any of the WFU Membership Interests. There are no outstanding voting trusts, proxies or other voting Contracts or agreements to which (x) GWL is a party with respect to the voting or transfer of any of the WFB Shares, (y) WFB is a party with respect to the voting or transfer of any of the WFF Shares, or (z) WFUH is a party with respect to the voting or transfer of any of the WFU Membership Interests.

3.2 Due Authorization. Such 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 such 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. Such 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 such 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 such 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 Governing Documents of such Seller; (iii) result in the creation of any Lien upon any of the assets or properties of such Seller; (iv) violate or result in a 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, under any material Contract to which such Seller is a party or by which its respective assets or properties are bound; or (v) result in a breach of, or cause the termination or revocation of, any authorization, approval, order or consent of, or filing with, any Governmental Authority held by such Seller in connection with the ownership of the Transferred Equity Interests or the operation of the Business; provided, however, that no representation or warranty is made in the foregoing clauses (i), (iii), (iv) and (v) with respect to matters that would not 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 the Required Regulatory Approvals, the execution, delivery and performance by such 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 reasonably be expected to 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 such Seller for which Buyer or any member of the Company Group would be liable following Closing.

3.5 Litigation. Except as set forth in Section 3.5 of the Disclosure Schedule, as of the date of this Agreement, there are no Actions pending or, to the actual knowledge of such Seller, threatened in writing by or against such Seller with respect to this Agreement or the transactions contemplated by this Agreement or that, if determined adversely to such Seller, would reasonably be expected to materially impair such Seller's ability to consummate the transactions contemplated by this Agreement or any of its Related Agreements.

3.6 Residency and Taxable Canadian Property. Neither GWL nor WFB is a non-resident of Canada for purposes of section 116 of the Tax Act. The WFU Membership Interests are not "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(e) 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 on the intended purpose and results of the Pre-Closing Reorganization in each case for Buyer.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COMPANIES

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

4.1 Due Organization; Capitalization; Subsidiaries.

(a) Each member of the Company Group is duly organized or incorporated (as the case may be), 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 member of the Company Group 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 member of the Company Group is duly qualified, licensed or registered to do business in the jurisdictions listed in Section 4.1(a) of the Disclosure Schedule, which include all of the jurisdictions in which the ownership or lease of property or assets or the conduct or nature of the applicable member of the Company Group's business makes such qualification, license or registration necessary, and is in good standing (to the extent such concept is applicable) in such

jurisdictions, except where the failure to be so duly qualified, licensed or registered or in good standing (or the equivalent thereof) has not and would not have a Material Adverse Effect.

(b) The WFB Shares constitute all of the issued and outstanding share capital of WFB. The WFF Shares constitute all of the issued and outstanding share capital of WFF. The WFU Membership Interests constitute all of the issued and outstanding membership interests of WFU. All of the WFB Shares, the WFU Membership Interests and the WFF Shares are duly authorized, validly issued and fully paid. None of the WFB Shares, the WFU Membership Interests and the WFF 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 shareholder. No member of the Company Group is a party to any voting trusts, proxies or other voting Contracts or agreements with respect to the WFB Shares, the WFU Membership Interests and the WFF Shares. There are no outstanding options, restricted stock awards, restricted stock units, stock appreciation rights, profit participation rights, warrants, rights (including call, put, preemptive, subscription, exchange and/or conversion rights), convertible or exchangeable securities or other Contracts, agreements or commitments obligating any member of the Company Group to: (i) issue, transfer or sell, or cause the issuance, transfer or sale of, any equity interests of any member of the Company Group or to make any payments in respect of the value of any WFB Shares, the WFU Membership Interests and the WFF Shares or other equity interests of any member of the Company Group; or (ii) transfer or sell, or cause the transfer or sale of, any of the assets of any member of the Company Group, other than in the ordinary course of business.

(c) Section 4.1(c) of the Disclosure Schedule sets forth a complete and accurate list of the name and owner of each of the Subsidiaries as of the date hereof. All of the issued and outstanding equity securities or other equity interests of each Subsidiary are duly authorized, validly issued and are directly owned by WFB, free and clear of any Liens other than restrictions on transfer under applicable securities Law. None of the equity securities or other equity interests of the Subsidiaries 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 equityholder. No member of the Company Group owns, directly or indirectly, any equity interest or voting interest in any Person other than the Subsidiaries. Each of the Subsidiaries is directly wholly-owned by WFB.

(d) Sellers have provided Buyer with true, correct and complete copies of the Governing Documents of each member of the Company Group.

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. 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 any member of the Company Group is subject; (ii) violate or conflict with the Governing Documents of any member of the Company Group; (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, under any Material Contract or Material Real Property Lease to which any member of the Company Group is a party or by which its respective assets or properties are bound; (iv) except with respect to Permitted Liens, result in the creation of any Lien upon any of the assets or properties of any member of the Company Group; or (v) result in a breach of, or cause the termination or revocation of, any authorizations, licenses, registrations and permits of any Governmental Authority held by it in connection with the operation of its business, excluding any such breach, revocation or termination of such authorization, license, registration or permit that would not materially impair the ability of such member of the Company Group to conduct its business operations in the ordinary course as conducted on the date hereof.

(b) Except for the Required Regulatory Approvals, the execution, delivery and performance 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 any member of the Company Group with, or notice by any member of the Company Group to, or authorization, qualification, consent, order or approval or other action with respect to any member of the Company Group 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 materially impair the ability of such member of the Company Group 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) of the Disclosure Schedule 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 (collectively, the "Annual Financial Statements"), (iii) the unaudited combined carve-out balance sheet of the Weston Foods Business as of June 19, 2021 (such balance sheet, the "Latest Balance Sheet") and (iv) the unaudited statements of earnings and statements of cash flows of the Weston Foods Business for the six (6) periods ended June 19, 2021 (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"). 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 and in each case, subject to (x) the exclusions 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 Financial Statements). The Financial Statements have been prepared from the books and records of the Weston Foods Business.

(b) No member of the Company Group has any material liabilities, debts or obligations of any nature in respect of or relating to the Business (whether known, unknown, due, to become due, direct, indirect, absolute, contingent or otherwise and whether or not required to be accrued on the Financial Statements), except in each case (i) as set forth in Section 4.4(b) of the Disclosure Schedule or expressly reflected in or adequately reserved against in the Financial Statements or disclosed in the notes thereto; (ii) for liabilities incurred in the ordinary course of business since the date of the Latest Balance Sheet (none of which is a liability resulting from breach of contract, breach of warranty, tort, infringement, violation of Law or misappropriation); (iii) for liabilities that could not, either individually or in the aggregate, be reasonably expected to be material (none of which is a liability resulting from breach of contract, breach of warranty, tort, infringement, violation of Law or misappropriation); (iv) for liabilities that are not in excess of five million Dollars ($5,000,000) in the aggregate; (v) 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 (vi) that are otherwise included in the calculation of the Final Working Capital Adjustment and Final Indebtedness.

(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.

4.5 Absence of Changes. Since December 31, 2020, there has not been a change, event or occurrence that had a Material Adverse Effect. Without limiting the generality of the foregoing, since December 31, 2020, except for the Pre-Closing Reorganization, no member of the Company Group has taken any action which, if taken after the date of this Agreement and prior to the Closing, would require the consent of Buyer pursuant to Section 6.2.

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: (i) Company Intellectual Property that is registered or subject to an application for registration, other than any such Intellectual Property (x) comprising the GWL Names and (y) used or held for use primarily in the Ambient Excluded Business and that will be owned by Interbake or Interbake Canada immediately following the Pre-Closing Reorganization ("Registered Intellectual Property"); and (ii) Licensed Intellectual Property, including software, that is material to the Business and is licensed under a Contract to which one or more members of the Company Group are a party (each an "IP License").

(b) Except as disclosed in Section 4.6(b) of the Disclosure Schedule, (i) the Business Intellectual Property constitutes all Intellectual Property that is currently used in and material to the operation of the Business, other than any Intellectual Property used or held for use primarily in the Ambient Excluded Business, and that will be owned by Interbake or Interbake Canada immediately following the Pre-Closing Reorganization; (ii) the transaction contemplated by this Agreement and the continued operation of the Business will not violate or breach the terms of any IP License that is currently used in and necessary for the operation of the Business, or entitle any other party to any such IP License to terminate or modify it, or otherwise adversely affect the Company Group's rights under it; and (iii) following Closing, to the Knowledge of the Companies, the Company Group will be entitled to continue to use, practice and exercise rights in all of the Business Intellectual Property that is currently used in and material to the operation of the Business to the same extent and in the same manner as used, practiced and exercised by the Company Group prior to Closing without any financial obligation to any Person and no Seller or any affiliate of any Seller will retain or use any of the Business Intellectual Property. To the extent any Intellectual Property used or held for use primarily in the Ambient Excluded Business is currently used in and material to the operation of the Business, the Sellers shall cause Interbake and/or Interbake Canada to, upon being transferred such Intellectual Property pursuant to the Pre-Closing Reorganization, grant to the Company Group an irrevocable, perpetual, non-exclusive, fully paid up, royalty free license to use such Intellectual Property in association with the Business.

(c) Except as disclosed in Section 4.6(c) of the Disclosure Schedule: (i) the members of the Company Group exclusively own the Company Intellectual Property, such ownership being free and clear of all Liens (except for Permitted Liens), and no member of the Company Group has granted any exclusive licenses to a third party in respect of any of such Company Intellectual Property or entered into an agreement or arrangement that restricts the Company Group's ability to use, sell, transfer, assign, convey or fully exploit the Registered Intellectual Property; (ii) the Registered Intellectual Property is subsisting and, to the Knowledge of the Companies, is valid and enforceable, except as enforceability may be limited by the Enforceability Exceptions; and (iii) no action, suit, proceeding, arbitration, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of the Companies, is threatened, that (A) challenges the validity, enforceability or ownership of the Company Intellectual Property or (B) alleges that the conduct of the Business by the members of the Company Group infringes on or otherwise violates any rights relating to Intellectual Property of any other Person. Except for the GWL Names and commercially-available, third-party software used to provide services under the Transition Services Agreement – Ambient and the Transition Services Agreement – Fresh/Frozen, as applicable, no Seller nor any of its Affiliates (other than the Company Group) owns or is the licensee of any Intellectual Property that is currently used in and material to the operation of the Business.

(d) To the Knowledge of the Companies, (i) no member of the Company Group, including in respect of the operation of the Business and the use of the Company Intellectual Property, is violating, infringing upon, or misappropriating any Intellectual Property, (ii) within the last three (3) years no member of the Company Group has violated, infringed upon, or misappropriated any Intellectual Property, and (iii) within the last three (3) years 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, except where such claims, proceedings or litigation would not have a Material Adverse Effect. To

the Knowledge of the Companies, no third party has infringed within the last three (3) years or is infringing any Company Intellectual Property, except as would not have a Material Adverse Effect.

(e) Each member of the Company Group takes and has taken commercially reasonable steps to protect the Company Intellectual Property and to maintain and enforce the Registered Intellectual Property, including in respect of the confidentiality of confidential information and trade secrets material to the Business and owned by the members of the Company Group. Except as set forth in Section 4.6(e) of the Disclosure Schedule, to the Knowledge of the Companies, there has been no unauthorized disclosure of any trade secrets or proprietary information of the Company Group within the last three (3) years.

(f) The members of the Company Group are, and in the past three (3) years have been, in compliance in all material respects with (i) all of the following to the extent relating to the collection, use, processing, transfer, storage, or disclosure of any personal information (whether in electronic or any other form or medium) or otherwise relating to privacy and applicable either to any member of the Company Group or to the conduct of the Business: (A) all applicable Laws, (B) customer Contracts by which any member of the Company Group is bound (solely with respect to the Business), (C) to the extent applicable, the Payment Card Industry Data Security Standard (PCI DSS), and (D) Material Contracts 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 either to any member of the Company Group or to the conduct of the Business: (A) all applicable Laws, (B) Contracts pursuant to which any member of the Company Group licenses data used in the conduct of the Business and (C) Material Contracts.

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 (other than IP Licenses) of the following types to which any member of the Company Group is a party or by which any of their respective assets, business or properties are bound or subject, other than, in each case, those primarily relating to the Ambient Excluded Business, provided that in the case of any Shared Contract, only the Business Portion of the Shared Contract will be considered for these purposes (collectively with the IP Licenses, the "Material Contracts", and each, 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 (including co-manufacturers) that has resulted in or that the Companies expect to result in expenditures by any member of the Company Group of more than twenty million Dollars ($20,000,000) in 2021, or (ii) any customer that has resulted in or that the Companies expect to result in sales by any member of the Company Group of more than twenty million Dollars ($20,000,000) in 2021; or (iii) any distributor, sales, advertising, agency or manufacturer's representative Contract in excess of twenty million Dollars ($20,000,000) in 2021;

(ii) 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 Company Group taken as a whole) portion of the assets of, or other extraordinary transaction in respect of, any member of the Company Group with or to any other Person;

(iii) (x) any Contract relating to the incurrence of indebtedness for borrowed money by any member of the Company Group or any currency exchange, interest rate, commodities or other hedging arrangement, (y) any guaranty, support, indemnification or assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person given by any member of the Company Group in excess of five million Dollars ($5,000,000) (other than any Contract containing indemnification obligations in excess of five million Dollars ($5,000,000) that was entered into in the ordinary course of business), or (z) any Contract relating to the placing of a Lien (other than a Permitted Lien) on any of the assets of, the Company Group;

(iv) any Contract under which it is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental exceeds fifty thousand Dollars ($50,000);

(v) any shareholder, teaming, partnership or joint venture agreement (other than teaming agreements entered into in the ordinary course of business);

(vi) any collective bargaining agreement, including any letter of understanding, memoranda, written Contract, or other binding document, with a labor union, works council, or other labor organization (a "Labor Agreement");

(vii) any material agreement relating to (1) the licensing of Business Intellectual Property by any member of the Company Group (whether as licensee or licensor), or (2) the ownership or development of any Business Intellectual Property owned or licensed directly by any member of the Company Group (excluding in each case licenses for unmodified, commercial off the shelf computer software that are generally available);

(viii) any Contract that expressly limits, in any material respect, the freedom of any member of the Company Group to engage in any line of business, compete with any Person or in any geographical area, operate its assets at maximum capacity or otherwise conduct its business, excluding (A) geographical or field of use restrictions imposed by any IP License with respect to the use of the Intellectual Property subject thereto and (B) reasonable limitations on use in connection with confidentiality, research, consulting, or other agreements entered into in the ordinary course of business;

(ix) any Contract for capital expenditures in excess of five million Dollars ($5,000,000) in the aggregate; and

(x) any Contract with any Person (excluding any Employees) with whom any member of the Company Group or any Seller does not deal at arm's length within the meaning of the *Tax Act*, excluding any Contracts entered into in the ordinary course of business.

(b) Each Material Contract (assuming due power and authority of, and due execution and delivery by, the other party or parties thereto) to which any member of the Company Group is a party is a valid and binding obligation of the applicable member of the Company Group, and is in full force and effect, enforceable in accordance with its terms against the applicable member of the Company Group, and, to the Knowledge of the Companies, the other parties thereto, except, in each case, as enforceability may be limited by the Enforceability Exceptions. No member of

the Company Group or, to the Knowledge of the Companies, 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 (excluding the transactions contemplated herein) that with the passage of time or giving of notice (or both) would constitute a material default or event of default under any Material Contract. True and complete copies of all Material Contracts have been made available or delivered to the Buyer. All Contracts with a related party that will survive the Closing, if any, do not contain any material non-market terms.

4.8 Insurance. Section 4.8 of the Disclosure Schedule sets forth: (i) a true and complete list as of the date of this Agreement of all material insurance policies with respect to the properties or assets of any member of the Company Group or the Business, or under which any officer or director of any member of the Company Group is covered (each, an "Insurance Policy"); and (ii) summaries of any claims made under such Insurance Policies over the past three (3) calendar years prior to the date hereof. True and complete copies of certificates of insurance evidencing such Insurance Policies have been made available or delivered to Buyer. 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. Since December 31, 2020, no notice of cancellation, termination or non-renewal has been received with respect to any such Insurance Policy by any member of the Company Group or, to the Knowledge of the Companies, any of their respective Affiliates, and there has not been any material adverse change in the availability of coverage pursuant to such Insurance Policies. No member of the Company Group nor, to the Knowledge of the Companies, any of their respective Affiliates is in default with respect to its obligations under any of the Insurance Policies, except as would not have a Material Adverse Effect.

4.9 Employee Benefit Plans.

(a) Section 4.9(a) of the Disclosure Schedule sets forth a complete and correct list of (i) each Seller Group Benefit Plan, (ii) each Company Benefit Plan and (iii) each Canadian Multi-Employer Plan. For purposes of this Agreement, "Benefit Plan" means each (A) "employee benefit plan" (as defined in section 3(3) of ERISA, whether or not subject to ERISA), and (B) retirement or deferred compensation plan, registered or non-registered pension plan, supplemental pension, savings plan, incentive compensation plan, commission plan or arrangement, equity or equity-based plan, retention plan or agreement, unemployment compensation plan, vacation pay, change in control, transaction incentive, termination of employment, severance pay, bonus or benefit arrangement, disability, insurance or hospitalization program, dental, extended health, flexible benefit plan, cafeteria plan, dependent care plan or any fringe benefit arrangements, and any similar plans, programmes or arrangements, whether pursuant to contract, arrangement, agreement, policy, program, custom or informal understanding which is not captured by clause (A) hereof, in each case that is sponsored, maintained, contributed to or required to be contributed to by any member of the Seller Group for the benefit of any current or former employee, director, consultant or agent of the Company Group, that is sponsored, maintained, contributed to or required to be contributed to by any member of the Company Group or under or with respect to which any member of the Company Group has or would reasonably be expected to have any potential or actual liability or obligation, contingent or otherwise, other than any statutory plans administered by a Governmental Authority and other than a "multiemployer plan" (as defined in Section 3(37) of ERISA or section 147.1(a) of the Tax Act).

(b) With respect to each Company Benefit Plan, the Sellers have delivered or made available to Buyer, to the extent applicable, copies of: (i) the most recent plan document (and all amendments thereto) and any related trust agreement or funding arrangement, (ii) the most recent summary plan description and all summaries of material modifications thereto, (iii) the most recent annual report on Form 5500 and all attachments thereto filed with the Internal Revenue Service with respect to such Company Benefit Plan, (iv) the most recent determination or opinion letter, if any, issued by the Internal Revenue Service (any similar determinations with respect to non-U.S. Company Benefit Plans), (v) the most recent actuarial valuation report, (vi) pending voluntary correction filings with any Governmental Authority and a description of any pending self-correction actions, and (vii) any non-routine correspondence with any Governmental Authority relating to current or ongoing matters or matters that have been resolved in the previous three (3) years. With respect to each Seller Group Benefit Plan, the Sellers have delivered or made available to Buyer, to the extent applicable, copies of: (A) the most recent plan document (and all amendments thereto), (B) the most recent summary plan description (and any summaries of material modifications thereto), (C) the most recent IRS determination or opinion letter, and (D) the most recent actuarial valuation report.

(c) Each Company Benefit Plan and each Seller Group Benefit Plan, has been established, maintained, operated, registered, administered and, to the extent required, funded and invested in all material respects in accordance with Law, the requirements of such Benefit Plan's governing documents, and the Labor Agreements to the extent applicable. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service as to its qualified status, and nothing has occurred that could reasonably be expected to adversely affect such Benefit Plan's qualified status. There are no material actions, suits, investigations, examinations, proceedings or claims (other than routine benefit claims but including claims for Taxes) pending with respect to any Company Benefit Plan or any Seller Group Benefit Plan, and, to the Knowledge of the Companies there exists no facts which would reasonably be expected to give rise to any such actions, suits, investigations, examinations, proceedings or claims. There have been no non-exempt "prohibited transactions" under section 406 of ERISA or 4975 of the Code with respect to any of the Company Benefit Plans or, except as would not reasonably be expected to result in any liability to Buyer or any member of the Company Group, any Seller Group Benefit Plan that have not been fully corrected. Except as set forth on Section 4.9(c) of the Disclosure Schedule, no Company Benefit Plan provides for, and no member of the Company Group has promised to provide for, post-termination, post-ownership, or retiree health or welfare benefits to any Person, other than as required under COBRA for which the covered Person pays the full premium cost of coverage (except as required to be paid for by the applicable employer under the American Rescue Plan Act of 2021) or similar provisions of applicable Law. No member of the Company Group has incurred (whether or not assessed) or would reasonably be expected to incur any Tax or penalty under Sections 4980B, 4980D, 4980H, 6721 or 6722 of the Code.

(d) Except as disclosed in Section 4.9(d) of the Disclosure Schedule, none of the Benefit Plans is, and no member of the Company Group has or would reasonably be expected to have any liability or obligation with respect to any "defined benefit plan" (as defined in Section 3(35) of ERISA) or any other plan that is or was subject to Title IV of ERISA or Sections 412 or 430 of the Code. Except as disclosed in Section 4.9(d) of the Disclosure Schedule, no Company Benefit Plan is a "multiple employer plan" (within the meaning of Section 210 of ERISA or Section

413(c) of the Code), or a "multiple employer welfare arrangement" (as such term is defined in Section 3(40) of ERISA). No member of the Company Group has any liability by reason of at any time being treated as a single employer with any other Person under Section 414 of the Code.

(e) Except as disclosed in Section 4.9(e) of the Disclosure Schedule and in respect of the Employee Closing Payment, neither consummation of the transactions contemplated by this Agreement nor this Agreement (whether separately or together with any other action) could (i) accelerate the time of vesting, funding or payment, or increase the amount, of compensation or benefits due to any current or former director, officer, employee or other individual service provider of the Company Group, (ii) result in any compensation (whether in cash, property, the vesting of property or otherwise) or benefit becoming due to any current or former director, officer, employee or other individual service provider of the Company Group, (iii) limit the right of any member of the Company Group to merge, amend or terminate any Company Benefit Plan or (iv) result in any payments (whether in cash, property, the vesting of property or otherwise) to any "disqualified individual" (within the meaning of Section 280G of the Code) that could reasonably be expected to, individually or in combination with any other such payments, constitute excess parachute payments under Section 280G of the Code (without regard to subsection (b)(4) thereof).

(f) Each Company Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" subject to Sections 409A and 457A of the Code has been operated and maintained in operation and documentary compliance with Sections 409A and 457A of the Code and applicable guidance thereunder.

(g) No member of the Company Group has any indemnity or gross-up obligation to any Person for any Taxes, including those imposed under Sections 409A or 4999 of the Code.

(h) Section 4.9(h) of the Disclosure Schedule lists each multiemployer plan (as defined in section 3(37) of ERISA) with respect to which any member of the Company Group may have any liability or contingent liability (including on behalf of an ERISA Affiliate). With respect to such plans:

(i) all contributions required to be made by the members of the Company Group or any of their respective ERISA Affiliates have been made as required by the terms of the plans, the terms of any collective bargaining agreements and applicable Law; and no unsatisfied withdrawal liability under Title IV of ERISA (whether for a partial or complete withdrawal and whether or not asserted by such multiemployer plan) has been assessed against any member of the Company Group or any of their ERISA Affiliates and no such withdrawal liability would be incurred by any member of the Company Group upon a withdrawal (whether partial or complete) by any member of the Company Group from such plan; and for any such plan that has requested and received approval from the Pension Benefit Guaranty Corporation with respect to any special withdrawal liability rules, to the Knowledge of the Companies, no conditions or pending acts or omissions exist which would be expected to result in the loss, revocation, denial or failure to meet the requirements of such special withdrawal liability rules;

(ii) the Seller has delivered or provided to Buyer a copy of the most recent annual funding notice (if applicable); and

(iii) except as set forth in Section 4.9(h)(iii) of the Disclosure Schedule, the Companies and their respective ERISA Affiliates have not received any notice that any such plan (A) is in "endangered," "critical" or "critical and declining" status under Section 432 of the Code or Section 305 of ERISA, (B) may require increased contributions to avoid a reduction in plan benefits or the imposition of any excise tax, (C) is or has been funded at a rate less than required under section 412 of the Code, (D) is or may become insolvent, or (E) has undergone or is expected to undergo a mass withdrawal or termination (or treatment of an amendment as termination).

(i) The only obligation of any member of the Company Group in relation to a Canadian Multi-Employer Plan is to make contributions in accordance with the applicable Labor Agreement.

4.10 Employees.

(a) Except as set forth in Section 4.10(a) of the Disclosure Schedule, no member of the Company Group is party to or bound by any Labor Agreement, and no Employees are represented by a labor union, works council, or other labor organization with respect to their employment by the Company Group. There is no and for the past three (3) years has been no existing or, to the Knowledge of the Companies, threatened, (i) strike, slowdown, picketing, work stoppage or other material labor dispute by any group of employees of the Company Group, (ii) material proceeding against any member of the Company Group alleging a violation of any Laws pertaining to labor relations or applicable collective bargaining agreements, including any unfair labour practice, grievance, charge or complaint filed by an Employee or union with any Governmental Authority, or (iii) attempt to organize, certify or establish any other labor union, works council or employee association with respect to any group of employees of the Company Group by way of certification, interim certification, voluntary recognition, or succession rights.

(b) No trade union has applied in the past three (3) years to have any member of the Company Group declared a common or related employer pursuant to the *Labour Relations Act* (Ontario) or any similar legislation in any jurisdiction in which the Company Group carries on business.

(c) Except as set forth in Section 4.10(c) of the Disclosure Schedule, each member of the Company Group is, and for the past three (3) years has been, in material compliance with all Laws respecting employment and employment practices, including terms and conditions of employment, wages (including vacation and overtime pay), hours of work, overtime, accessibility, immigration, language requirements, pay equity, privacy, human rights, worker and employee classification, workplace safety and insurance, temporary employees, and occupational health and safety, and there are no material outstanding claims, complaints or orders under any such Laws and to the Knowledge of the Companies there is no basis for any material claims, complaints or orders under such Laws.

(d) Each employee of Seller or its Affiliates whose duties and responsibilities primarily relate to the Business are employed by the Company Group and the Company Group does not employ any employee whose duties and responsibilities are not primarily related to the Company Group. Section 4.10(d) of the Disclosure Schedule contains a correct and complete list of each non-unionized Employee whose annual salary rate exceeds two hundred fifty thousand Dollars ($250,000) (the "Listed Employees"), whether actively at work or not, showing each Listed

Employee's salary rate, target bonus arrangements, position, status (full-time or part-time), location of employment, length of service and whether the Listed Employee is subject to a written employment Contract with a Company.

(e) Section 4.10(e) of the Disclosure Schedule contains a correct and complete list of each consultant and independent contractor engaged by any member of the Company Group whose total annual compensation exceeds two hundred fifty thousand Dollars ($250,000), and their fees, commissions, length of engagement with such member of the Company Group, location of services, and whether they are subject to a written Contract with a Company.

(f) No member of the Company Group has received any notice from any Governmental Authority disputing the classification of any independent contractor.

(g) The Company Group has made available or delivered to the Buyer true and complete copies of all employment agreements, independent contractor agreements, and other written employment and/or consulting agreements with Persons whose Contracts provide for annual salary in excess of two hundred fifty thousand Dollars ($250,000).

(h) Except as disclosed in Section 4.10(h) of the Disclosure Schedule, no Listed Employee has any Contract 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.

(i) Except as disclosed in Section 4.10(i) of the Disclosure Schedule, there are no outstanding material assessments, penalties, fines, liens, charges, surcharges, or other material amounts due or owing pursuant to any workplace safety and insurance legislation and no member of the Company Group has been reassessed in any material respect under such legislation during the past three (3) years and, to the Knowledge of the Companies, no audit of any member of the Company Group is currently being performed pursuant to any applicable workplace safety and insurance legislation.

(j) The Company Group has provided to Buyer all material orders and inspection reports under applicable occupational health and safety legislation ("OHSA") for the past three (3) years. To the Knowledge of the Companies, there are no material charges pending under OHSA against any member of the Company Group and before a Governmental Authority. Each member of the Company Group has complied for the past three (3) years in all material respects with any orders issued under OHSA and there are no appeals of any material orders under OHSA currently outstanding.

(k) To the Knowledge of the Companies, the Company Group has promptly investigated all workplace harassment (including sexual harassment) and workplace violence allegations and claims of which the applicable member of the Company Group is aware relating to current and former employees for the past three (3) years. With respect to each such allegation or claim with merit, the applicable member of the Company Group has taken prompt corrective action in accordance with applicable Law. Sellers do not reasonably expect any material liability with respect to any such allegations.

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

(a) all income and other material Tax Returns required to be filed by or with respect to the members of the Company Group have been filed with the appropriate Governmental Authority within the times (giving effect to any 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 members of the Company Group for the periods covered thereby;

(b) each member of the Company Group has paid 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 member of the Company Group 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;

(c) no member of the Company Group has received any refund of Taxes, Tax credit, deduction or subsidy under the Tax Act or similar provincial provisions applying Tax to a member of the Company Group (including under any COVID Program) to which it was not entitled;

(d) each member of the Company Group has 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;

(e) if required by applicable Law, each member of the Company Group is a registrant for purposes of any Taxes imposed under Part IX of the *Excise Tax Act* (Canada) or Title I of the *Act respecting the Quebec sales tax*, and their registration numbers are as set out in Section 4.11(e) of the Disclosure Schedule;

(f) no member of the Company Group 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;

(g) there are no proceedings, claims, suits, demands, investigations, audits or actions now pending or threatened against any member of the Company Group with respect to Taxes, 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 member of the Company Group by a Governmental Authority. No member of the Company Group is negotiating any final or draft assessment or reassessment in respect of Taxes with any Governmental Authority, nor has any member of the Company Group received any indication from any Governmental Authority that an assessment or reassessment is proposed or may be proposed in respect of any Taxes for any period ending on or prior to the Closing Date. There are no facts of which any member of the Company Group or the Sellers are aware which would constitute grounds for the assessment or reassessment of Taxes payable by any member of the Company Group for any period ending on or prior to the Closing Date, except in respect of Taxes which have been accrued and accounted for in the Purchase Price;

(h) there are no Liens on any of the assets of any member of the Company Group 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;

(i) no member of the Company Group (i) is a party to, or bound by, or has any obligation under, any Tax allocation or sharing agreement, tax indemnity obligation in favour of any Person or similar contract or arrangement or any agreement in favour of any Person with respect to Taxes (including any advance pricing agreement or other similar agreement relating to Taxes with any Governmental Authority) or (ii) has any liability for the Taxes of any Person (other than the members of the Company Group) under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law, as a successor or transferee, or under any other provision of Law;

(j) no claim has ever been made by a Governmental Authority in a jurisdiction where a member of the Company Group 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;

(k) each member of the Company Group is in compliance in all respects with all applicable transfer pricing laws and all related documentation has been timely prepared and if necessary, retained;

(l) there are no circumstances existing which could result in the application to any member of the Company Group of sections 17, 78, 80, 80.01, 80.02, 80.03, 80.04 or 90(6) of the Tax Act or any analogous provision of any comparable Law of any province or territory of Canada;

(m) no member of the Company Group 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;

(n) GWL, WFB, WFF and 13158641 Canada Inc. are each "taxable Canadian corporations" under the Tax Act;

(o) no member of the Company Group 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;

(p) neither the WFB Shares nor the WFF Shares derive more than 75% of their fair market value from shares of foreign affiliates of WFB or WFF, as applicable (determined without reference to debt obligations of any corporation resident in Canada in which WFB or WFF, as applicable, has a direct or indirect interest) that are held directly or indirectly by WFB or WFF, as applicable (all within the meaning of paragraph 212.3(10)(f) of the Tax Act);

(q) no member of the Company Group has participated in any "listed transactions" within the meaning of Treasury Regulations Section 1.6011-4;

(r) no member of the Company Group (i) has been a member of an affiliated, consolidated, combined, unitary, or similar group for Tax purposes (other than such a group of

which any member of the Company Group was the common parent), or (ii) 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;

(s) 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 any member of the Company Group that will have any effect after Closing. No member of the Company Group 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;

(t) each member of the Company Group 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 COVID Program, (ii) not deferred the employee portion of payroll tax obligations under any COVID 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) to the extent applicable, properly complied with all requirements of any COVID Program with respect to Tax credits, and (iv) 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. No member of the Company Group has filed an amended Tax Return or changed any material Tax practice in response to any COVID Program;

(u) no member of the Company Group 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 taxable period (or portion thereof) ending on or before the Closing Date, (iv) change in method of accounting or improper method of accounting for a taxable period ending on or prior to the date hereof, 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. No member of the Company Group has made an election under Section 965(h) of the Code;

(v) other than WFU, each member of the Company Group is treated as a C corporation for U.S. federal income Tax purposes, and WFU is (and has been since the date of its conversion to a limited liability company) treated as an entity disregarded as separate from WFUH for U.S. federal income Tax purposes and, in each case, no election has been made to change its U.S. federal income tax classification; and

(w) no member of the Company Group 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.

(x) Nothing in this Section 4.11 shall be construed as a representation or warranty (i) with respect to the amount or availability in a Taxable period (or portion thereof) beginning after the Closing Date of any net operating loss, capital loss, Tax credit carryover or other Tax asset generated or arising in or in respect of a Taxable period (or portion thereof) ending on or before the Closing Date, or (ii) other than any representation or warranty in Sections 4.11(i), 4.11(r)(i), 4.11(s), 4.11(u), and 4.11(v),with respect to any Tax positions that Buyer and its Affiliates may take in or in respect of a Taxable period (or portion thereof) beginning after the Closing Date.

4.12 Litigation. Section 4.12 of the Disclosure Schedule sets forth each instance, as of the date hereof, in which any member of the Company Group (a) is subject to any Governmental Order that imposes ongoing obligations upon such member of the Company Group, the failure to comply with which would be reasonably expected to materially impair the ability of such member of the Company Group to conduct its business operations in the ordinary course as conducted on the date hereof or (b) is a party to any existing or pending Action, or to the Knowledge of the Companies, is threatened to be a party to any Action pursuant to which at least four hundred thousand Dollars ($400,000) is claimed against such member of the Company Group (excluding any such Action that exclusively relates to the Ambient Excluded Business).

4.13 Compliance; Regulatory Matters.

(a) Except as set forth in Section 4.13(a) of the Disclosure Schedule, each member of the Company Group is in compliance and has complied at all times during the last three (3) years, in each case, in all material respects with all Laws to which such member of the Company Group or any of their respective properties or assets are subject.

(b) Except as described in Section 4.13(b) of the Disclosure Schedule, (i) each member of the Company Group, with respect to the products Distributed in the operation of the Business are in compliance with, and have complied with at all times during the last three (3) years, all Food Safety Laws, including those applicable to current good manufacturing practices, food additives, sanitary transportation, hazard analysis and risk-based preventive controls, supplier verification, protection against the intentional adulteration of food, and food labeling and advertising, and (ii) no member of the Company Group has received any written notices from any of its contract manufacturers that, with respect to the products Distributed in the operation of the Business, they are not in compliance with, and have not complied with at any time during the last three (3) years, all Food Safety Laws, including those applicable to current good manufacturing practices, food additives, sanitary transportation, hazard analysis and risk-based preventive controls, supplier verification, protection against the intentional adulteration of food, and food labeling and advertising.

(c) Except as described in Section 4.13(c) of the Disclosure Schedule, no member of the Company Group has received any written notices of deficiency, violation or observations of deficiencies or potential material violation with respect to, any Food Safety Laws, other than with respect to normal-course facility audits of Governmental Authorities where non-material deficiencies, violations or observations of deficiencies or potential violations may have been noted by the Governmental Authority and which were subsequently corrected and resolved.

(d) Except as set forth in Section 4.13(d) of the Disclosure Schedule, during the last three (3) years, (i) to the Knowledge of the Companies, no member of the Company Group has sold or distributed any product of the Business that is or was "adulterated," "misbranded," or otherwise violative within the meaning of any Food Safety Laws, and all such products are and have been in material conformity with all contractual commitments and product warranties, and (ii) there has been no Recall of any product Distributed by the Company Group, and no facts or circumstances exist that could reasonably be expected to result in a Recall, including, without limitation, any violation of Food Safety Laws related to the Certification or Distribution of any product of the Business.

(e) Except as set forth in Section 4.13(e) of the Disclosure Schedule, each member of the Company Group has all material approvals, permits, registrations and licenses of all Governmental Authorities that are necessary to permit such member of the Company Group to carry on the Business in all material respects as currently conducted, or to own and use its assets for the operation of the Business in compliance with applicable Laws (each, a "Permit"). All such Permits are in full force and effect. There has been no cancellation, revocation or material violation or material default of any Permit, and no proceeding is pending or, to the Knowledge of the Companies, threatened to cancel, revoke or limit any Permit.

(f) In the past five (5) years, no member of the Company Group, and to the Knowledge of the Companies, none of their Representatives acting on behalf of any member of the Company Group, has (i) violated any provision of any applicable Laws relating to the prevention of corruption, money laundering, or bribery (including the *U.S. Foreign Corrupt Practices Act of 1977*, the *Corruption of Foreign Public Officials Act* (Canada) and the *UK Bribery Act of 2010*) ("Anti-Corruption Laws"); (ii) made any bribe, kickback or other unlawful payment to any Governmental Official or other Person, regardless of form, whether money, property or services in violation of any Anti-Corruption Laws, to obtain or retain business or special concessions; (iii) used or attempted to use any corporate funds for any unlawful contribution or other unlawful expenses relating to political activity or a charitable donation; or (iv) 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 other Person in violation of any Anti-Corruption Laws. The Company Group has instituted, maintained and enforced policies and procedures reasonably designed to promote and ensure compliance with applicable Anti-Corruption Laws.

(g) No member of the Company Group, nor, to the Knowledge of the Companies, any of their Representatives is currently, or has been in the past five (5) years: (i) a Sanctioned Person, (ii) organized, resident or located in a Sanctioned Country, (iii) engaging in any dealings or transactions with or for the benefit of any Sanctioned Person or in any Sanctioned Country, or (iv) otherwise in violation of Sanctions Laws relating to export, reexport, transfer, and import controls, or U.S. anti-boycott Laws (collectively, "Trade Controls").

(h) No member of the Company Group has received from any Governmental Authority or any Person any notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Authority; or conducted any internal investigation or audit concerning any actual or potential violation or wrongdoing, in each case related to Trade Controls or Anti-Corruption Laws.

(i) Section 4.13(i) of the Disclosure Schedule contains a complete and accurate list of all of the business support measures or government programs (including any supplemental employment plan or wage subsidy program) that any member of the Company Group has applied for with any Governmental Authority as a result of the COVID-19 pandemic ("COVID Program"), including the date of the application and status of the application. Each relevant member of the Company Group is in compliance in all material respects with the terms of each applicable COVID Program and is entitled to all benefits pursuant to such COVID Program. No member of the Company Group is in default in any material respect under any COVID Program which would with the giving of notice, the lapse of time, or both, result in (i) any member of the Company Group no longer being eligible for such COVID Program, or (ii) a breach, default or violation of any Law related to such COVID Program by any member of the Company Group.

4.14 Environmental Matters.

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

(i) each member of the Company Group is, and for the past three (3) years has been, in compliance, in all material respects, with all Environmental Laws, including the possession of all material Permits required under applicable Environmental Laws, and is, and for the past three (3) years has been, in compliance, in all material respects, with the terms and conditions thereof;

(ii) no member of the Company Group (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 Companies, is threatened to be a party to any such proceeding, except to the extent that any such matter has not given and would not reasonably be expected to give rise to a material liability of any member of the Company Group;

(iii) to the Knowledge of the Companies, no property or portion of any property currently or formerly owned, leased or occupied by any member of the Company Group is Contaminated;

(iv) no member of the Company Group, and to the Knowledge of the Companies, no other Person has arranged for or consented to the use, storage, handling or disposal of, or has released, caused any contamination by, or exposed any Person to, any Hazardous Substances in a manner that has given or would reasonably be expected to give rise to a material liability of any member of the Company Group under any Environmental Law;

(v) in the past three (3) years (or earlier if unresolved), no member of the Company Group has received any written communication from a Governmental Authority, citizens group, employee or other Person that alleges that it or any other member of the Company Group has failed to comply with, or has any liability under, any Environmental Law, other than as would not reasonably be expected to give rise to a material liability of or for any member of the Company Group; and

(vi) no member of the Company Group 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, other than agreements or obligations which have not given and would not reasonably be expected to give rise to a material liability of or for any member of the Company Group.

(b) Section 4.14(b) of the Disclosure Schedule sets forth a true and complete list of all material environmental Permits possessed by any member of the Company Group.

(c) The Data Room contains a true and complete list of the most recent material environmental reports possessed by or under the control of any Seller or member of the Company Group for each property owned or leased by the members of the Company Group and true and complete copies of all such reports have been made available or delivered to the Buyer.

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 (each, a "Real Property Lease") pursuant to which any member of the Company Group leases or has a right to use or occupy real property (the "Leased Real Property") which are Material Real Property Leases, excluding all leases primarily related to the Ambient Excluded Business which are listed on Section 4.15(a)(ii) of the Disclosure Schedule, and (ii) all real property which is leased or licensed by any member of the Company Group, as lessor or licensor, to third parties, where such lease or license is material to the Business, or any Leased Real Property which is subleased or licensed by any member of the Company Group, as sublessor or licensor, to third parties, where such sublease or license is material to the Business, in each case, as of the date of this Agreement (the foregoing hereinafter referred to collectively as the "Material Third Party Leases"). True and complete copies of the Material Real Property Leases and the Material Third Party Leases have been made available or delivered to the Buyer prior to the date of this Agreement. Each Material Real Property Lease and each Material Third Party 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. Except as set forth on Section 4.15(a)(iii) of the Disclosure Schedule, no member of the Company Group or, to the Knowledge of the Companies, any other party to a Material Real Property Lease or any Material Third Party Lease 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 Real Property Lease or any Material Third Party Lease, which violation, breach or default would have a Material Adverse Effect.

(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 the Company Group, other than any such real property primarily related to the Ambient Excluded Business and listed on Section 4.15(b)(ii) of the Disclosure Schedule (the "Owned Real Property") setting forth the municipal address, proper legal description and registered and beneficial owner of each parcel of real property. Except as set forth in Sections 4.15(b)(i) and Section 4.15(b)(ii) of the Disclosure Schedule, the applicable member of the Company Group is the sole owner of 100% legal and beneficial interest in the Owned Real Property and has good and marketable fee title to all of the Owned Real Property,

free and clear of any Liens other than Permitted Liens. No member of the Company Group has (i) entered into a lease or otherwise granted to any Person (other than pursuant to Permitted Liens or pursuant to the Material Third Party Leases) any right to use or occupy any portion of the Owned Real Property or any right that would reasonably be expected to have a material adverse effect on the ability of the Company Group to use such Owned Real Property consistent with its practices as of the date of this Agreement, or (ii) other than the rights of Buyer hereunder, granted any outstanding options, rights of first offer, rights of first refusal or rights of first opportunity other than Permitted Liens to purchase the Company Group's interest in the Owned Real Property or any portion thereof or interest therein. No Owned Real Property is currently being marketed for sale or is under contract to be sold. Except as set forth in Section 4.15(b)(iii) of the Disclosure Schedule, as of the date hereof, to the Knowledge of the Companies, no portion of the Owned Real Property is subject to any pending or 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 the Company Group to use such Owned Real Property consistent with its practices as of the date of this Agreement. The Company Group has adequate rights of ingress and egress into the Owned Real Property for the operation of the Company Group's business in the ordinary course. None of the Owned Real Property or the buildings or fixtures thereon, nor their use, operation or maintenance for the purpose of carrying on the Company Group's business, to the Knowledge of the Companies, violates in any material respect any restrictive covenant or any provision of any Law or Governmental Order or, to the Knowledge of the Companies, encroaches on any property owned by any other Person. As at the date hereof, neither the whole nor any material portion of any Owned Real Property has been damaged or destroyed by fire or other casualty.

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 any member of the Company Group for which Buyer or any member of the Company Group would be liable following Closing.

4.17 Assets.

(a) Except for (i) assets disposed of in the ordinary course of business since the date of the Latest Balance Sheet, (ii) assets used or held for use primarily in the Ambient Excluded Business and that will be owned or leased by Interbake or Interbake Canada immediately following the Pre-Closing Reorganization, or (iii) as set forth on Section 4.17(a) of the Disclosure Schedule, the applicable member of the Company Group 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 Balance Sheet or acquired, leased, or licensed by the Company Group since the date of the Latest Balance Sheet, free and clear of any Liens (other than Permitted Liens). No other Person owns any property or assets which are material to the Business, except for the assets and rights set forth on Section 4.17(a) of the Disclosure Schedule, the Leased Real Property, the personal property leased by the Company Group pursuant to the Material Contracts disclosed in Section 4.7(a) of the Disclosure Schedule, the Intellectual Property rights disclosed in Section 4.6(b) of the Disclosure Schedule, the Licensed Intellectual Property and commercially-available, third-party software used to provide services under the Transitions Services Agreement.

(b) The properties, assets and rights of the Company Group (other than assets used or held for use primarily in the Ambient Excluded Business and that will be owned or leased by Interbake or Interbake Canada immediately following the Pre-Closing Reorganization) together with 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 Buyer to conduct the Business immediately following the Closing in substantially the same manner as conducted by the Company Group 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 Company IT Systems. 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 used by the Company Group (collectively, the "Company IT Systems") have been properly maintained, in all material respects, by the Company Group. The Company IT Systems are in adequate working condition and, together with the services provided pursuant to the Transition Services Agreement – Ambient and the Transition Services Agreement – Fresh/Frozen, are reasonably sufficient to perform all information technology operations necessary to conduct the Business as currently conducted. The Company Group has in place cybersecurity measures and policies that are consistent with current standards and practices in the industry in which the Business operates and that reasonably safeguard proper access to and the security of Company IT Systems. Except as set forth in Section 4.18 of the Disclosure Schedule, in the past eighteen (18) months, to the Knowledge of the Companies, no member of the Company Group nor any Computer IT System has experienced any material breach of security, phishing incident, ransomware or malware attack, or other incident in which confidential or sensitive information, payment card data, personally identifiable information, or other protected information relating to individuals, or any trade secret included in the Company Intellectual Property was stolen or improperly accessed, disclosed, or exfiltrated and no member of the Company Group has received any written notices or complaints from any Person with respect thereto. To the Knowledge of the Companies, none of the Company IT Systems contain any undisclosed program routine, contaminant, device or other feature, including viruses, malware, worms, ransomware, spyware, bugs, time locks, Trojan horses or back doors, in each case that is designed to delete, disable, deactivate, interfere with, access, modify, damage or otherwise harm such Company IT Systems.

4.19 Inventories. 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 Safety 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 each member of the Company Group, as applicable, have been maintained at levels sufficient for the continuation of the Business in the ordinary course.

4.20 Customers and Suppliers. Section 4.20(a) of the Disclosure Schedule sets forth a list of (i) the top ten (10) customers (the "Material Customers") of the Business by volume of sales for the fiscal year ended December 31, 2020 and the financial period ended September 11, 2021 and (ii) the top ten (10) suppliers (the "Material Suppliers") of the Business 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 4.20(b) of the Disclosure Schedule, none of the Sellers or any members of the Company Group or any of their respective Affiliates has received any written, or to the Knowledge of the Companies, oral indication from any Material Supplier to the effect that such Material Supplier will stop, or materially decrease the rate of, supplying materials, products or services to the Company Group or seek to adversely alter such Material Supplier's relationship with the Company Group, nor does any Seller or any member of the Company Group expect to so adversely alter such relationship. Except as set out in Section 4.20(c) of the Disclosure Schedule, none of the Sellers or any members of the Company Group or any of their respective Affiliates has received any written, or to the Knowledge of the Companies, oral indication from any Material Customer to the effect that such Material Customer will stop, or materially decrease the rate of, buying products or services from the Company Group or seek to adversely alter such Material Customer's relationship with the Company Group, nor does any Seller or any member of the Company Group expect to so adversely alter such relationship.

4.21 Accounts Receivable The Latest Balance Sheet reflects all accounts receivable of the Company Group as of the date of the Latest Balance Sheet in accordance with IFRS. All accounts receivable of the Company Group that are reflected on the Latest Balance Sheet or on the accounting records of the Company Group as of the Closing Date have arisen from bona fide transactions by the Company Group 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 Balance Sheet or on the accounting records of the Company Group 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.

4.22 Corporate Records The corporate records and minute books of each member of the Company Group are complete and accurate in all material respects and all corporate proceedings and 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 member.

4.23 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 and this ARTICLE 4, none of Sellers, any Associated Person thereof nor any other Person makes any representation or warranty with respect to either Seller, any member of the Company Group or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to Buyer, or any of its 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 and this ARTICLE 4, all other representations and warranties, whether express or implied, are expressly disclaimed by Sellers.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers that:

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. 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 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 Buyer. 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 Buyer's Related Agreements, upon execution and delivery by Buyer will constitute, legal, valid and binding obligations of Buyer, 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 Buyer 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 Buyer or any of its properties or assets are subject; (ii) violate or conflict with the Governing Documents of Buyer; (iii) violate or result in a 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, under any material Contract to which Buyer is a party; or (iv) result in the creation of any Lien upon any of the assets or properties of Buyer; provided, however, that no representation or warranty is made in the foregoing clauses (i), (iii) and (iv) with respect to matters that would materially impair Buyer's ability to consummate the transactions contemplated by, and to discharge its obligations under, this Agreement and the Related Agreements.

(b) Except for the Required Regulatory Approvals, the execution, delivery and performance by 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 Buyer with, or notice by Buyer to, or authorization, qualification, consent, order or approval or other action with respect to Buyer 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 materially impair Buyer's ability to consummate the transactions contemplated by, and to discharge its obligations under, this Agreement and the Related Agreements.

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

5.5 Financing.

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

(b) Buyer has delivered to Sellers a true and complete copy of (i) the executed Debt Financing Commitment Letter together with the fee letter referred to therein (the "Fee Letter") (provided, that any such Fee Letter may be redacted to omit fee amounts, "market flex" terms and other customary terms (none of which, individually or in the aggregate, would adversely affect the conditions, amount or availability of the Debt Financing)) and (ii) Equity Financing Commitment Letter, in each case together with all exhibits, annexes, schedules, and term sheets thereto. The Commitment Letters have not been amended or modified in any manner prior to the date of this Agreement. As of the date hereof, none of Buyer or any of its 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 Commitment Letters that would affect the availability of the Financing (other than the Fee Letter). Subject to the Financing Conditions and to the satisfaction of the conditions contained in Sections 8.1 and 8.2, the proceeds of the 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 2.4 and Section 2.5, respectively (the "Financing Uses"). As of the date hereof, the respective commitments contained in the Commitment Letters have not been withdrawn or rescinded in any respect. As of the date hereof, the Commitment Letters are in full force and effect and, to the knowledge of the Buyer, represent a valid, binding and enforceable obligation of the Financing Sources named therein to provide the financing contemplated thereby, subject only to the satisfaction or waiver of the Financing Conditions. Buyer has 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. As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of Buyer or, to the knowledge of Buyer, any other party thereto under any of the Commitment Letters. As of the date hereof, Buyer has no reason to believe that, subject to the satisfaction of the conditions to close under this Agreement, it or any other party thereto will be unable to satisfy on a timely basis (taking into account the anticipated timing of the Closing) the Financing Conditions within its control or any of its Affiliates' control. There are no conditions precedent or other contingencies related to the funding of the full amount of the Financing, other than the Financing Conditions. 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. As of the date hereof, Buyer represents that all fees, expenses and other amounts that have become due and payable under the Debt Financing Commitment Letters have been paid.

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 Buyer for which Sellers would be liable following the Closing.

5.7 Solvency. Assuming that each of the representations and warranties of the Sellers contained in Article 3 and Article 4 is true and correct (without regard to Material Adverse Effect or other materiality qualifiers contained therein) as of the Closing Date, immediately after giving effect to the Closing and the transactions contemplated by this Agreement and the Related Agreements, each of Buyer and its subsidiaries (including each member of the Company Group) will be Solvent. For purposes of this Section 5.7, "Solvent" shall mean 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 Buyer or its Affiliates.

5.8 Source of Funds; Anti-Money Laundering. Buyer has not, and none of its directors, officers, employees, or, to the knowledge of Buyer, any Representative or other Person acting for or on behalf of Buyer, has, in the past five (5) years, directly or indirectly, to Buyer's knowledge, (a) established or maintained any unlawful fund of corporate monies or other properties, (b) intentionally created or intentionally caused the creation of any false or inaccurate books and records related to any of the foregoing or (c) otherwise violated any provision of the United States Money Laundering Control Act of 1986 or any other Law relating to money laundering. To Buyer's knowledge, after due inquiry, none of the funds used by Buyer to fund the Purchase Price or any other obligation of Buyer hereunder or under the Related Agreements shall have been sourced in violation of any Law relating to money laundering.

5.9 Guaranty. The Guaranty is in full force and effect and is a valid, binding and enforceable obligation of the Guarantor in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions. As of the date hereof, no event has occurred, which, with or without notice, lapse of time or both, would constitute a default on the part of the Guarantor under the Guaranty.

5.10 Investment Canada Act. Each Buyer is either a Canadian-controlled entity or a trade agreement investor and is not a state-owned enterprise for purposes of the Investment Canada Act as defined therein.

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 Agreements and applicable Law, Sellers shall cause each member of the Company Group to give Buyer and Buyer's Representatives, upon reasonable notice, reasonable access during normal business hours to the offices, facilities, and books and records of the Company Group that are in the possession or under the control of any member of the Company Group, and shall make the officers and employees of the Company Group available to Buyer and its Representatives as 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 any member of the Company Group 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 the Company Group until the Designated Contacts have agreed and arranged such communication; (ii) the auditors and accountants of Sellers and the members of the Company Group 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) Buyer shall not sample or analyze any soil, groundwater, other environmental media, or building material at any facility or property of any member of the Company Group; (iv) Buyer is not authorized to and shall not (and shall cause its 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 or any member of the Company Group prior to the Closing relating to the transactions contemplated by this Agreement and the Related Agreements without the prior written consent of Sellers; and (v) Buyer shall comply, and shall cause its 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 any member of the Company Group to provide access or to disclose any information to Buyer if such access or disclosure (A) would be in violation of Law (including any Antitrust Law) applicable to Sellers or any member of the Company Group or the terms of any Contract to which any of Sellers or any member of the Company Group is party; or (B) is subject to an attorney-client or an attorney work-product privilege or would result in the waiver of any applicable attorney-client privilege. Other than (x) as arranged through the Designated Contacts, (y) in the ordinary course of business of Buyer or its Affiliates unrelated to the transaction contemplated hereby and by the Related Agreements, or (z) as expressly provided in the preceding sentence, Buyer is not authorized to and shall not (and shall cause its 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 or any member of the Company Group prior to the Closing. Buyer shall promptly repair any damage to the Leased Real Property or Owned Real Property caused by its access, inspections or audits in a good and workmanlike manner and

shall indemnify and save harmless the members of the Company Group and its 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 any member of the Company Group and/or their Representatives which result from or arise out of any access, inspections or audits undertaken by or on behalf of Buyer or any of its Representatives pursuant to this Agreement.

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

(c) References to "Buyer" in this Section 6.1 shall be deemed to include the Debt Financing Sources.

6.2 Preservation of 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) in connection with the Pre-Closing Reorganization, or (v) with the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), Sellers shall cause each member of the Company Group (x) to operate the Business in the ordinary course of business and (y) not to, directly or indirectly:

(a) declare, set aside, make or pay a dividend on, or make any other distribution in respect of, its equity securities except (i) dividends and distributions of cash in the ordinary course of business or in connection with the repatriation of cash from the Company Group to GWL prior to the Closing, (ii) dividends and distributions among members of the Company Group, and (iii) the WFB Distribution;

(b) (i) issue, sell, transfer, pledge, grant, dispose of, encumber or deliver any equity securities of any class or any securities convertible into or exercisable or exchangeable for voting or equity securities of any class or (ii) adjust, split, combine, recapitalize or reclassify any of its equity securities;

(c) redeem, purchase or otherwise acquire any outstanding equity of any member of the Company Group which is not wholly-owned, directly or indirectly, by the Companies;

(d) adopt any material amendments to their respective Governing Documents;

(e) dissolve or liquidate any member of the Company Group;

(f) sell, assign, license, transfer, abandon, permit to lapse, pledge or otherwise dispose of any material assets (including any material Registered Intellectual Property or Owned Real Property) outside the ordinary course of business, except with respect to assets (other than Intellectual Property or Owned Real Property) with a purchase price, individually, of less than one million Dollars ($1,000,000), and in the aggregate, of less than five million Dollars ($5,000,000);

(g) except as required by Law, change any of the accounting principles or practices used by any member of the Company Group;

(h) make, change or revoke any material Tax election, change an annual Tax accounting period, adopt or change any accounting method with respect to material Taxes, file any materially amended Tax Return, enter into any closing agreement with respect to material Taxes, settle or compromise any proceeding with respect to any material Tax claim or assessment relating to the members of the Company Group, fail to file any Tax Return or pay any Taxes that are due, defer any Taxes or change any material Tax practices as a result of a COVID Program, 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 material Tax claim or assessment relating to the members of the Company Group;

(i) acquire, directly or indirectly, in one transaction or in a series of related transactions, any assets, securities, properties, interests or businesses having a cost in excess of five million Dollars ($5,000,000) in the aggregate for all such transactions, other than acquisitions of inventory or other assets in the ordinary course of business;

(j) (i) adopt, amend, modify or terminate any Company Benefit Plan (or arrangement that would constitute a Company Benefit Plan if in effect on the date hereof), other than renewals in the ordinary course of business, actions required by the terms of any Company Benefit Plan, pursuant to the Transition Services Agreement – Ambient, or the terms of any Labor Agreement, (ii) adopt, amend, modify, or terminate any Seller Group Benefit Plan, other than renewals in the ordinary course of business, generally applicable changes to such plans that do not materially increase the Company Group's costs with respect to such plans, and changes to such plans that do not affect any Employees, (iii) materially increase the amount of compensation payable or benefits provided to any current or former employee, director, officer or other individual service provider of the Company Group other than in the ordinary course of business consistent with past practice or as required by a Labor Agreement, (iv) take any action to accelerate the vesting, payment or funding of any compensation or benefits, payable or to become payable to any current or former employee, director, officer or other individual service provider of the Company Group, (v) grant or promise to grant, any bonuses, change in control payments, deferred compensation, severance, retention or equity-based rights or other compensatory payments or benefits to any current or former employee, director, officer or other individual service provider of the Company Group, except as required pursuant to Contracts (including Benefits Plans) in effect prior to the date hereof and set forth in Section 4.9(a) of the Disclosure Schedule, (vi) transfer the employment or service of any employee or other individual service provider into or out of any member of the Company Group or (vii) hire, engage, furlough, temporarily lay off or terminate (other than for cause) any employee or other individual service provider whose annual base salary or annual fee exceeds (or exceeded) one hundred eighty thousand Dollars ($180,000); notwithstanding anything in this Agreement to the contrary, Sellers and its Affiliates shall not take any action set forth in clause (ii), (iii), (iv), (v) or (vi);

(k) take any action to transfer the sponsorship of any Company Benefit Plan to a member of the Seller Group or to transfer the sponsorship of any Seller Group Benefit Plan to any member of the Company Group;

(l) 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;

(m) (i) negotiate, modify, extend, or enter into any Labor Agreement or (ii) recognize or certify any labor union, labor organization, works council, or group of employees as the bargaining representative for any employees of the Company Group;

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

(o) cancel (unless replaced with a comparable insurance policy) or materially reduce the amount or scope of any insurance policies in effect as of the date hereof;

(p) (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), 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;

(q) settle or compromise any pending or threatened legal proceeding that admits any wrongdoing or requires payment by the Company Group in excess of four hundred thousand Dollars ($400,000), except for matters that are contemplated by the Access Agreement;

(r) terminate (other than in the ordinary course of business), enter into or amend or otherwise modify (in a materially adverse manner) in any material respect any Material Contract, Material Real Property Lease, or Material Third Party Lease;

(s) sell, encumber or lease any Owned Real Property;

(t) make, or commit to make, any capital expenditure in excess of five million Dollars ($5,000,000);

(u) enter into any Contract with any Person with whom it does not deal at arms' length within the meaning of the Tax Act that is not in the ordinary course of business; or

(v) agree or commit, or enter into any Contract, to do any of the foregoing.

Notwithstanding anything to the contrary, nothing contained in this Agreement shall give Buyer, directly or indirectly, prior to Closing, the right to control or direct the operations of any member of the Company Group. Prior to the Closing, Sellers and the members of the Company Group shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over their respective operations, including the sale of the Ambient Excluded Business; provided, however, Sellers agree to provide Buyer with written updates on a reasonable basis on the status of negotiations for any Labor Agreement and the opportunity to discuss such negotiations with Sellers and Sellers shall consider the input of Buyer in good faith. The Parties

acknowledge and agree that if Buyer does not grant or deny consent to a proposed action that requires Buyer's consent pursuant to this Section 6.2 within five (5) Business Days after the date on which a written request by Sellers or the Companies is deemed given to Buyer pursuant to Section 11.2, Buyer 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 Buyer, the members of the Company Group 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 (a) to prevent material harm to the health and safety of any employees, customers, distributors, vendors, suppliers or Associated Persons of the Company Group; (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 any member of the Company Group after the date hereof. Any action taken or not taken 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; Shared Contracts.

(a) Subject to the terms and conditions set forth in this Agreement, each Party hereto 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 and Material Real Property Leases, the Parties' obligations to take actions shall be governed by Section 6.4(b) and (ii) in the case of obtaining the Required Regulatory Approvals, the Parties' obligations to take actions shall be governed by Section 6.5; provided, further that nothing in this Section 6.4(a) shall require any Party to waive any of its conditions to the Closing.

(b) Prior to the Closing, the Parties shall use reasonable best efforts to obtain any third party consents in respect of any Material Contracts and Material Real Property Leases required in connection with the transactions contemplated hereby and by the Related Agreements; provided, however, that such "reasonable best efforts" shall not require any Party to expend any money (other than de minimis amounts) or commence, defend or participate in any litigation or offer or grant any accommodation (financial or otherwise) to any third party.

(c) Prior to the Closing, Sellers shall use their respective reasonable efforts, and Buyer shall use its reasonable efforts to cooperate with Sellers (and, if necessary and desirable, to work with the third parties to the Shared Contracts), 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 (B) if possible, novate the respective rights and obligations under and in respect of the Shared Contracts, such that, effective as of the Closing, (x) a member of the Company Group or Buyer is the beneficiary of the post-Closing rights and is responsible for the post-Closing obligations related to that portion of the Shared Contract relating to the Business (the "Business Portion") (so that, subsequent to the Closing, Interbake, Interbake Canada, or their respective Affiliates shall have no post-Closing rights or post-Closing obligations with respect to the Business Portion of the Shared

Contract) and (y) one of Interbake, Interbake Canada or their respective Affiliates 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, the Company Group and Buyer shall have no rights or obligations with respect to the Non-Business Portion of the Shared Contract).

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 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 practicable; provided, however, that the Parties shall request early termination of the waiting period under the HSR Act unless Buyer and Sellers agree otherwise.

(b) As promptly as practicable and in any event within ten (10) Business Days after the date of this Agreement or such other date as the Parties may reasonably agree or as the Parties may reasonably agree to waive:

(i) Buyer shall prepare and file with the Commissioner a request for an Advance Ruling Certificate or, in the alternative, a No Action Letter; and

(ii) Buyer and Sellers shall prepare and file their respective notification forms under Part IX of the Competition Act in a manner sufficient to start the waiting period prescribed under paragraph 123(1)(a) of the Competition Act.

(c) In the event the Commissioner issues a supplementary information request ("SIR") in respect of the transactions contemplated by this Agreement, Buyer and Sellers shall certify completeness of their responses to any such SIR as promptly as practicable, but in no event later than sixty (60) days after such issuance (unless otherwise mutually agreed in writing by Buyer and Sellers).

(d) Each Party also agrees to make, 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 or unless otherwise required by Law, any additional filings as may be required by any Antitrust Law other than the HSR Act and the Competition Act and to take all other actions necessary, proper or advisable to obtain the approvals, if any, as soon as practicable.

(e) Buyer shall be responsible for all filing fees under the HSR Act, the Competition Act and any other Antitrust Law.

(f) Each of Buyer, on the one hand, and Sellers and the Companies, on the other hand, shall, 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 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"), the Commissioner or any other Governmental Authority and of any 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, the Commissioner, 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, the Commissioner, or such other applicable Governmental Authority or other Person, give the other Party the opportunity to attend and participate in such meetings and conferences.

(g) In furtherance and not in limitation of the covenants of the Parties contained in Section 6.5(a) to Section 6.5(d), but subject to the specific limitations contained in this Section 6.5(g), 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, the Commissioner 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, Buyer shall take, or cause to be taken, any and all such actions as may be necessary to resolve objections or suits so as to permit consummation of the transactions contemplated by this Agreement in a timely manner, provided, however, that this Section 6.5(g) shall not create or impose any obligation on Buyer in respect of the Competition Litigation. Notwithstanding anything in this Agreement to the contrary, but subject to the limitations described directly above, the obligations of Buyer under this Section 6.5 shall include Buyer: (i) selling, divesting, or otherwise conveying particular assets, categories, portions or parts of assets or businesses of Buyer and its Affiliates contemporaneously with or subsequent to the Closing; (ii) agreeing to sell, divest, or otherwise convey any particular asset, category, portion or part of an asset or business of the Company Group contemporaneously with or subsequent to the Closing; (iii) agreeing to permit any member of the Company Group to sell, divest, or otherwise convey any of the particular assets, categories, portions or parts of assets or business of the Company Group prior to the Closing; and (iv) licensing, holding separate or entering into similar arrangements with respect to its respective assets or the assets of any member of the Company Group or conduct of business arrangements or terminating any and all joint venture, strategic partnership 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, in each case, to the extent such action is necessary to avoid, prevent, eliminate or remove the actual or threatened (A) commencement of any investigation or

proceeding in any forum or (B) issuance or enactment of any Governmental Order or applicable Law, in each case, that would delay, restrain, prevent, enjoin or otherwise prohibit consummation of the Closing and the other transactions contemplated hereby by any Governmental Authority. No actions taken pursuant to clauses (i) through (iv) of this paragraph shall be considered for purposes of determining whether a Material Adverse Effect has occurred.

(h) 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, Buyer shall use its best efforts to avoid, resist, resolve or, if necessary, defend such action or proceeding and shall afford Sellers a reasonable opportunity to participate therein.

(i) Buyer shall not, and shall not permit any of its 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.

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

6.6 Financing.

(a) Obligations of the Sellers.

(i) From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement pursuant to Section 9.1, GWL shall, or shall cause the Companies or WFUH to, use its commercially reasonable efforts to provide such assistance (and to cause each member of the Company Group to use its commercially reasonable efforts and to cause its and their respective personnel and advisors to use their respective commercially reasonable efforts to provide such assistance) to Buyer, at the sole expense of Buyer, as is reasonably requested by Buyer in connection with the Debt Financing. Such commercially reasonable efforts to provide such assistance shall include each of the following:

(A) delivery on or prior to the Closing Date to Buyer of the Closing Ancillary Financing Documents; and

(B) reasonably facilitating the pledge of collateral (such pledge to be effective post-Closing in the case of WFF, WFB or WFU) and other matters ancillary to the Financing as may be reasonably requested by Buyer in connection

with the Financing, including taking actions reasonably requested by the Buyer necessary or advisable to permit the Financing Sources to evaluate the Company's inventory, current assets, equipment, real estate and cash management systems for the purpose of establishing collateral arrangements (including sufficient access to allow such Financing Sources to complete field exams and conduct inventory appraisals), including delivery at least three (3) Business Days prior to the Closing Date to Buyer of the Pre-Closing Ancillary Financing Documents.

(ii) Notwithstanding any other provision of this Agreement to the contrary, none of Sellers, any member of the Company Group 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 Business or ongoing operations of any member of the Company Group;

(B) require a Seller or any member of the Company Group 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 or any member of the Company Group to incur any personal liability;

(F) require the directors or managers of a Seller or any member of the Company Group, acting in such capacity, to authorize or adopt any resolutions approving any of the Debt Financing Documents prior to the Closing (other than as to be effective as of Closing);

(G) require a Seller, any member of the Company Group 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 any member of the Company Group 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 or any member of the Company Group, any applicable Laws or any Contracts to which a Seller or any

member of the Company Group 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 Buyer's written request with reasonable prior notice and at Buyer's sole cost and expense, and Buyer shall promptly following written request reimburse the applicable Seller and member of the Company Group for all reasonable and documented out-of-pocket 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, the Company Group or any of their Affiliates to agree to any contractual obligation or otherwise incur any liability relating to the Financing that is not expressly conditioned upon the consummation of the Closing and that does not terminate without liability to Sellers, the Company Group or any of their Affiliates upon the termination of this Agreement. None of Sellers or any of their respective Affiliates (other than the members of the Company Group) shall be required to make any representation or warranty in connection with the Debt Financing. Buyer shall indemnify, defend and hold harmless each Seller, each member of the Company Group and their respective Associated Persons from and against any and all Loss 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 (other than in connection with the willful misconduct, gross negligence or bad faith of any Seller, the Company Group or, in each case, their respective Representatives). All non-public or otherwise confidential information regarding the Company Group and the Business obtained by Buyer or its Financing Sources pursuant to this Section 6.6 shall be kept confidential in accordance with the Confidentiality Agreements. 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, each member of the Company Group 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 Buyer 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) Obligations of Buyer. Buyer shall use commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to arrange, consummate and obtain the Debt Financing on the terms and conditions described in the Debt Financing Commitment Letter as promptly as practicable following the date of this Agreement (taking into account the anticipated timing of the Closing). Such actions shall include the following:

(i) maintaining in effect the Commitment Letters as delivered by Buyer to Sellers on the date hereof until the consummation of the transactions contemplated hereby;

(ii) causing the Equity Financing to be consummated;

(iii) satisfying on a timely basis (or obtaining a waiver of) all Financing Conditions that are within Buyer's or any of its Affiliates' control;

(iv) negotiating, executing and delivering Debt Financing Documents that reflect the terms contained in the Debt Financing Commitment Letter;

(v) paying all commitment or other fees and amounts that become due and payable under or with respect to the Commitment Letters as they become due and payable;

(vi) causing an amount required to pay the Financing Uses to be drawn upon satisfaction or waiver of the Financing Conditions and the conditions set forth in Article 8;

(vii) complying with its obligations under the Debt Financing Commitment Letter in accordance with its terms and in a timely and diligent manner in the event of a Financing Failure Event; and

(viii) upon satisfaction of the conditions set forth in the Debt Financing Commitment Letter, consummating the Debt Financing at or prior to the date that the Closing is required to be effected pursuant to Section 2.2(a).

(c) Neither Buyer nor any of its Affiliates (i) shall be permitted to amend, modify, supplement, restate, assign, substitute or replace any of the Commitment Letters or any Debt Financing Document in a manner that would (A) reasonably be expected to materially delay or prevent the Closing,(B) reduce the Financing to an amount below the amount required to pay the Financing Uses (unless Alternative Financing or an increase in Equity Financing is made available), (C) modify the Financing Conditions or add conditions to the availability of the Debt Financing at Closing, (D) change the date for termination and/or expiration of the Debt Commitment Letter to an earlier date or (E) adversely impact the ability of Purchaser to enforce its rights against other parties to any Debt Commitment Letter or any Debt Financing Document prior to the Closing, (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 action that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated hereby, including the Financing, in each case except for any assignments, amendments or modifications contemplated by the terms of the Debt Financing Commitment Letter as of the date hereof. Buyer shall keep Sellers informed upon written request in reasonable detail of the status of its efforts to arrange the Financing.

(d) Without limiting the generality of the foregoing, Buyer shall give Sellers prompt written notice of:

(i) any actual or potential Financing Failure Event of which Buyer becomes aware (after taking into account any available Equity Financing, other committed financing or other sources of cash then-available);

(ii) the receipt of any written notice or other written communication from any Financing Source with respect to any (A) actual or potential Financing Failure Event or (B) material dispute or disagreement between or among any parties to any Commitment Letter or any other definitive document related to the Financing; and

(iii) the occurrence of an event or development that could reasonably be expected to materially adversely impact the ability of Buyer to obtain the Financing contemplated by the Commitment Letters on the terms and conditions, in the manner or from the sources contemplated by any Commitment Letter or any other definitive documents related to the

Financing in an amount required to pay the Financing Uses (or if at any time for any other reason Buyer believes that it will not be able to obtain the Financing contemplated by the Commitment Letters on the conditions, in the manner or from the sources contemplated by any Commitment Letter or any other definitive documents related to the Financing in an amount required to pay the Financing Uses).

As promptly as reasonably practicable after the date a Seller delivers to Buyer a written request, Buyer shall provide any information reasonably requested by such Seller relating to any circumstance referred to in the immediately preceding sentence.

(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, or if Buyer becomes aware of any event or circumstance that could reasonably be expected to make any portion of the Debt Financing unavailable on the terms and conditions (including any applicable market flex provisions) contemplated by the Debt Financing Commitment Letter, in each case in an amount required to pay the Financing Uses (after taking into account any available Equity Financing, other committed financing, or other sources of cash then available), Buyer shall (x) promptly notify Sellers in writing and (y) use commercially reasonable efforts to arrange and obtain in replacement thereof, and negotiate and enter into definitive agreements with respect to, alternative financing from alternative sources in an amount sufficient, when taken together with the Equity Financing, the available portion of the Debt Financing and other sources of cash then available, to fund the Financing Uses; provided, however, that Buyer shall not be required to (i) seek equity financing from any source other than those counterparty to the Equity Financing Commitment Letter as of the date hereof, (ii) pay any fees or expenses in excess of those contemplated by the Debt Financing Commitment Letter as of the date hereof or (iii) agree to financing on terms and conditions (including market flex provisions) materially less favorable to Buyer (or its Affiliates) than the terms and conditions set forth in the Debt Financing Commitment Letter, as promptly as practicable following the occurrence of such event or circumstance ("Alternative Financing"); provided, further, however, that the failure to obtain Alternative Financing shall not relieve Buyer of any obligations hereunder. Buyer shall promptly deliver to Sellers true and complete copies of all Contracts (including any redacted fee letters referred to in the applicable debt financing commitment letter) 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", the "Fee 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 referred to therein) for the Alternative Financing referred to in the prior clause (y).

(f) In the event that all conditions contained in the Debt Financing Commitment Letter (other than the availability of the Equity Financing) have been satisfied (or upon funding will be satisfied), Buyer shall use its commercially reasonable efforts to timely cause (taking into account the expected Closing Date) the Financing Sources to fund the Debt Financing; provided, that Buyer 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 Buyer to effect the Closing on the receipt of the Financing contemplated by the Commitment Letters. Buyer acknowledges and agrees that the Closing and the obligations of Buyer to consummate the transactions contemplated by this Agreement are not in any way contingent upon or otherwise subject to Buyer's consummation of any financing arrangement, Buyer's obtaining of any financing (including the Financing or any alternative financing) or the availability, grant, provision or extension of any financing to Buyer (including the Financing or any alternative financing).

6.7 Canadian Pension Plans.

(a) Effective as of the Closing Date, the Sellers shall cause all Canadian Employees who participate in the Company DC Pension Plans, the Company DC SERP, the Company Non-Union DB Pension Plans and the Company Union DB Pension Plan as of Closing to cease to participate in and further accrue benefits thereunder, as applicable. For greater clarity, any Canadian Employees' entitlements under such plans shall not be terminated, settled or paid out other than in relation to the Company DC SERP, unless otherwise required by Law.

(b) Buyer, at its own expense, maintains or shall establish (or shall cause the Companies to establish), a defined benefit registered pension plan sponsored by Buyer (or the Companies) to replace the Company Union DB Pension Plan in respect of the unionized Canadian Employees who participate or are eligible to participate in such plan immediately prior to Closing (the "Buyer Union DB Pension Plan"), and shall enroll the applicable unionized Canadian Employees in the Buyer Union DB Pension Plan effective on Closing. The Buyer Union DB Pension Plan shall be on the same terms to the Company Union DB Pension Plan as provided to such unionized Canadian Employees by the applicable member of the Company Group (or any of its Affiliates) immediately prior the Closing Date. Sellers shall, as soon as reasonably practicable but in any event within seven (7) Business Days of the date hereof, provide the Buyer with a list of each Employee, other than Employees who will transfer to the Ambient Excluded Business pursuant to the Pre-Closing Reorganization, that participates in the Company Union DB Pension Plan and the Company Non-Union DB Pension Plans, which list shall include each such Employee's birthdate, hire date, membership date, gender, status, credited service, salary rate, salary type, expected number of hours per work week, accrued pension and employee contributions with interest balance under the Company Union DB Pension Plan and the Company Non-Union DB Pension Plans, which list shall be updated and delivered to Buyer three (3) Business Days prior to the Closing. Sellers shall, as soon as reasonably practicable but in any event within seven (7) Business Days of the date hereof, provide a list of Canadian Employees in the Company DC SERP, their pensionable compensation under the WF Bakery Inc. Executive Defined Contribution Plan (Ontario registration pending) and the Company DC SERP and the employer contribution amount. Sellers, on and after the date hereof, shall use commercially reasonable efforts to provide any additional information required by the Buyer in relation to the Canadian Company Benefit Plans. On and after Closing, Sellers and Buyer agree to cooperate, including exchanging information, in relation to the Canadian Employees who have entitlements under the Seller Group Benefit Plans after Closing.

(c) Prior to the Closing Date, the Companies shall accept the defined contribution account balances in respect of the Employees (excluding any employees of the Ambient Excluded

Business as of the Closing Date), in each case, under the Company DC Pension Plans into one or more of the Buyer DC Pension Plans effective as of the Closing Date, subject to regulatory approval, and Buyer shall, and shall cause any Company to, as applicable, continue to effectuate such transfer following Closing. Sellers agree to provide Buyer with a copy of any templates with respect to any notices or other information, including the asset transfer report, on and after the date hereof in relation to Employees or any Governmental Authorities relating to the transfer under this Section.

(d) Sellers shall be liable for any and all amounts relating to a participant's past service under the Company DC SERP and the Company DB SERP as of the Closing Date, including for certainty any and all amounts payable in connection with the payment of amounts accrued in the Company DC SERP as set out in Section 6.7(a).

(e) In connection with Sellers' actions contemplated by Section 6.7(a), Sellers shall use commercially reasonable efforts to obtain an executed acknowledgement from each of the individuals listed in Section 6.7(e) of the Disclosure Schedule (each a "Discontinued SERP Participant", and collectively, the "Discontinued SERP Participants") acknowledging that they have received any and all amounts owed to such Discontinued SERP Participant in full satisfaction of their respective rights and entitlements, including the rights and entitlements of their respective spouses or beneficiaries, pursuant to the Company DC SERP and that each such Discontinued SERP Participant acknowledges and agrees that there exists no further claim or entitlement of any kind whatsoever now or in the future in connection with the Company DC SERP. Prior to the execution of the acknowledgment by each Discontinued SERP Participant contemplated in this Section 6.7(e), Sellers shall provide the Buyer with the form of acknowledgment and a reasonable opportunity to review and approve such form of acknowledgement, such approval not to be unreasonably withheld, conditioned or delayed; it being understood that Sellers 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 6.7(e) and the actions contemplated by Section 6.7(a) herein.

(f) The terms and conditions of this Section 6.7 shall apply notwithstanding any other provisions in this Agreement.

6.8 Annuities.

(a) Prior to the Closing Date, Sellers shall purchase the aggregate of all immediate and deferred annuities payable to all former employees of the Company Group classified as deferred vested defined benefit pensioners and defined benefit retirees, including those in receipt of post-retirement benefits (the "Former Company Group Members") under an insurance policy purchased from an insurance company (authorized to carry on life insurance business in Canada) by or on behalf of Sellers to settle and discharge benefit entitlements that can be settled for Former Company Group Members under the Pension Plan of George Weston Limited and Related Companies, registration number 0351692 (the "Former Company Group Member Annuities").

(b) Prior to the Closing Date, Sellers shall purchase for all Employees on long-term disability leave and in receipt of long-term disability benefits from the Seller Group's long-term disability trust (the "LTD Trust Members") a fully insured paid-up insurance policy from an

insurance company (authorized to carry on life insurance business in Canada) to settle and discharge all such long-term disability benefit obligations (the "LTD Annuities").

(c) Notwithstanding any other provision of this Agreement, Sellers will indemnify, defend and save Buyer and their respective directors, officers, employees and representatives harmless of and from costs, liabilities, claims against or damages suffered by, imposed upon or asserted against Buyer as a result of, in respect of, connected with, or arising out of, under, or pursuant to the entitlements of Former Company Group Members and/or the LTD Trust Members and the settlement thereof.

6.9 Pre-Closing Reorganization.

Prior to effecting steps 13, 15, 16, 17, 18, 20, 21, 22, 23 and 25 of the Pre-Closing Reorganization, Buyer shall have sufficient opportunity to review all material documentation relating to such steps and all such documentation shall be reasonably satisfactory to Buyer before such steps are effected.

6.10 Interbake Withdrawal Liabilities. Prior to the Closing Date, the Sellers shall have caused Interbake to have fully satisfied its outstanding withdrawal liabilities with respect to the Bakers Local 433 Pension Fund.

6.11 Transfer and Termination of Benefit Plans. Prior to the Closing Date, the Sellers shall have taken all actions necessary to (i) effectuate the transfer of the sponsorship of the Weston Foods US Holdings, Inc. 401(k) Plan, the Weston Foods US Holdings, Inc. Health and Welfare Plan and any other Company Benefit Plan listed on Schedule 6.11 to WFU, and (ii) terminate the Maplehurst Bakeries Inc. Supplemental Savings Plan for Executive Employees. The Sellers agree to provide reasonable advance notice to the Buyer to review and comment on copies of all documentation related to the transfer and termination of such plans to the Buyer prior to Closing.

6.12 Undertakings in Respect of Wonder Brands Inc..

(a) Prior to the Closing Date, Buyer shall not use the word "Wonder," including "Wonder Brands," for operational purposes in connection with a business, including as a trademark. For greater certainty, prior to the Closing Date, the Sellers shall permit Buyer to utilize the term "Wonder Brand" solely for the purposes of incorporating Wonder Brands Inc. and registering Wonder Brands Inc. as a corporate name pursuant to the Canada Business Corporations Act ("CBCA"). Prior to the Closing Date, Buyer shall not, and shall not permit any of its Affiliates to, seek registration of a trademark in Canada for the trademark "Wonder Brands" or any trademark that includes the word "Wonder."

(b) If this Agreement is terminated in accordance with Article 9, (i) as soon as reasonably practicable but in no event later than three (3) Business Days following such termination, Wonder Brands Inc. shall effect a change of its corporate name to a name other than a name containing the word "Wonder" or any variation thereof and cancel the corporate name registration for "Wonder Brands Inc." pursuant to the CBCA, and shall provide to the Sellers a copies of documents evidencing such change of name and cancellation of registration, and (ii) Buyer agrees it shall not use the term "Wonder Brands" or any name including "Wonder" as a corporate name, business name or trademark.

6.13 Transition Services Agreement – Ambient. Prior to Closing, Sellers and Buyer shall consider in good faith and incorporate into Schedule A (and sub-Schedules thereto) of the Transition Services Agreement – Ambient mutually agreed upon comments of the buyer of the Ambient Excluded Business.

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, Buyer shall cause each member of the Company Group to preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records of the Company Group (including any documents relating to any governmental or non-governmental claims, actions, suits, proceedings or investigations) relating to the conduct of the Business prior to the Closing Date. On and after the end of such period, Buyer shall, and shall cause its 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, Buyer 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) Buyer and each member of the Company Group shall, 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) of the Company Group relating to the conduct of the Business prior to the Closing Date; (ii) personnel of Buyer, the Company Group 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 of any member of the Company Group, in the case of each of clauses (i) through (iii), to the extent and for a purpose reasonably requested by a Seller, including (A) for the purpose of preparing any Tax Returns or financial statements, (B) as may be necessary or required pursuant to applicable Law or any audit request, subpoena or other investigative demand by any Governmental Authority or for any Actions, and (C) any other reasonable purpose other than against Buyer or its Affiliates (including the members of the Company Group).

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

(d) In the event that, after the Closing, Buyer, any member of the Company Group 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, Buyer shall cause the successors and assigns of Buyer or such member of the Company Group, 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 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.

(a) For a period of no less than one (1) year following the Closing Date, Buyer shall, or shall cause each member of the Company Group to, provide to each Employee who is not covered by a Labor Agreement (i) a base salary or base wage rate that is not less than the base salary or base wage rate provided to such Employee immediately prior to the Closing, (ii) cash variable/incentive/bonus pay programs that are substantially similar in target value opportunity (excluding any value attributable to equity and equity-based compensation, deferred compensation, retention, change in control or any special bonus) to those provided to such Employee immediately prior to the Closing, including, for clarity the GWL Medium Term Incentive Plan for Weston Foods Senior Management Team and the Weston Foods Short Term Incentive Plan and (iii) other benefit plans and arrangements (excluding any plans or arrangements providing for defined benefit pension, equity or equity-based, nonqualified deferred compensation, or post-termination or retiree health or welfare benefits (such benefits, "Excluded Benefits")) that are substantially similar in the aggregate to those provided to such Employee under the Benefit Plans immediately prior to the Closing Date. Nothing in this Section 7.2 shall restrict Buyer and its Affiliates from providing compensation and benefits to Employees who are covered by a Labor Agreement in accordance with the applicable agreement. Buyer shall assume all Labor Agreements and shall recognize the rights of the trade union or collective bargaining representative to represent and bargain on behalf of its members under the applicable Labor Agreement. No provision of this Agreement shall be construed as a guarantee of continued employment (or any particular term of employment) of any Employee for any specified period following the Closing, and this Agreement shall not be construed so as to prohibit Buyer or any member of the Company Group from having the right to modify or terminate the employment of any Employee or amend or terminate any compensation or benefit plan at any time for any or no reason; provided, however, that any such termination is effected in accordance with Law.

(b) To the extent applicable with respect to employee benefit plans, programs and arrangements that are established or maintained by Buyer and its Affiliates (including, for periods after the Closing) or any member of the Company Group for the benefit of Employees, excluding any such plans, programs, and arrangements providing for Excluded Benefits (each, a "Buyer Plan"), Employees (and their eligible dependents) shall be given credit for their service with the Company Group for purposes of eligibility to participate, vesting, and (for vacation and severance benefits only) benefit accruals to the same extent and for the same purpose as such service was taken into account under a corresponding Benefit Plan immediately prior to the Closing. With respect to any Buyer Plans that are group health plans made available to Employees during the plan year in which the Closing Date occurs, the Buyer shall, or shall cause the Company Group to use commercially reasonable efforts to, (i) credit employees' prior service for purposes of

satisfying any waiting periods, evidence of insurability requirements, or the application of any pre-existing condition limitations, to the extent such requirements or limitations were waived or satisfied under the analogous Benefit Plan immediately prior to the Closing, and (ii) for the plan year in which the Closing Date occurs, provide that the Employees will 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, Buyer will comply with all pension and benefit provisions in the applicable Labor Agreements. Notwithstanding the foregoing provisions of this Section 7.2(b), service and other amounts shall not be credited to Employees (or their eligible dependents) to the extent the crediting of such service or other amounts would result in duplication of benefits.

(c) On and after Closing, Buyer and the members of the Company Group shall be responsible for any and all notices, liabilities, costs, payments and expenses regarding or arising from the employment (or termination of employment) of the Employees, including any such liability (i) under any Law that relates to employees, employee benefit matters or labor matters, or (ii) for dismissal, wrongful termination or constructive dismissal or termination, or severance pay or other termination pay.

(d) Effective as of the Closing, the Seller shall have taken all actions necessary to cause the active participation in any Company Benefit Plan by any Person who is not an Employee (or an eligible spouse, dependent or beneficiary thereof) to cease and (ii) cause to be provided to the Buyer a list of all Transition Employees at least two (2) Business Days prior to the Closing Date. Notwithstanding the foregoing, the Transition Services Agreement – Ambient or the Transition Services Agreement – Fresh/Frozen, as applicable, shall provide for the continuation of benefits coverage (other than active participation in the Company 401(k) Plan) for the Transition Employees as provided in the Transition Services Agreement – Fresh/Frozen or the Transition Services Agreement – Ambient, as applicable. Effective as of Closing, the Sellers shall retain the sponsorship of and be solely responsible for all liabilities and obligations relating to or at any time arising under or with respect to any Seller Group Benefit Plan and any other benefit or compensation plan, program, policy, agreement or arrangement at any time sponsored, maintained, or contributed to by Sellers or any of their Affiliates (other than any member of the Company Group) or otherwise with respect to which the Sellers or any of their Affiliates (other than any member of the Company Group) has any current or contingent liability (other than a Company Benefit Plan).

(e) In any termination or layoff of any Employee by Buyer or any member of the Company Group on or in the sixty (60) days after the Closing, Buyer and the members of the Company Group will comply fully, if applicable, with the WARN Act and all other applicable Laws and applicable Labor Agreements requiring notice to employees or other requirements. Buyer shall not, and shall cause the members of the Company Group 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 similar Laws affecting in whole or in part any facility, site of employment, operating unit or Employee without complying in all material respects with the requirements of the WARN Act or similar Laws. The Company Group will bear the cost of compliance with (or failure to comply with) any such Laws.

(f) Each of the Parties hereto shall use their respective reasonable best efforts, including by providing necessary services or assistance under the Transition Services Agreement – Ambient and the Transition Services Agreement – Fresh/Frozen to the extent applicable, to ensure that (i) the Employee Closing Payment Amount is disbursed to such Employees and in such amounts as is set forth on Section 1.1(a) of the Disclosure Schedule as promptly as reasonably practicable following the Closing, (ii) the benefits coverage pursuant to Section 7.2(d) is provided for, and (iii) all payments to Employees under the GWL Restricted Share Unit Plan in connection with the transactions contemplated hereby and set forth on Section 1.1(a) of the Disclosure Schedule are properly processed, including the collection and remittance of all applicable withholding Taxes, in accordance with Section 1.1(a) of the Disclosure Schedule.

(g) Prior to the Closing Date, the Seller shall have taken all actions necessary to correct any and all known compliance defects relating to the Weston Foods US Holdings, Inc. 401(k) Plan (the "Company 401(k) Plan"), including, but not limited to, those defects identified in the Mercer Administrative Assessment Findings report, as updated September 14, 2021, in accordance with the correction methods set forth in the IRS' Employee Plans Compliance Resolution System. The Seller shall provide summaries and copies of any and all documentation relating to (including any proposed corrective filings, retroactive plan amendments, etc.) for Buyer's review.

(h) Notwithstanding the preceding provisions of this Section 7.2, this Section 7.2 is not intended to and shall not (i) create any third party rights, (ii) amend any Benefit Plan or Buyer Plan, (iii) require Buyer or any member of the Company Group to continue any Benefit Plan beyond the time when it otherwise lawfully could be terminated or modified or (iv) provide any 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 Buyer 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, except in respect of the Supply Agreement); or (c) upon prior consultation with Buyer, for announcements by Sellers or any member of the Company Group 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). Notwithstanding the foregoing, Buyer and Sellers 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, Buyer agrees to cause the members of the Company Group to, jointly and severally, indemnify and hold harmless all of their past and present managers, officers and directors (and any other personnel currently entitled to indemnification by any member of the Company Group on a similar basis) to the same extent such persons are indemnified by any member of the Company Group as of the date hereof pursuant to the Governing Documents of any member of the Company Group or any agreement between any member of the Company Group and such manager, officer or director, for acts or omissions occurring at or prior to the Closing Date, and Buyer shall not permit any member of the Company Group to amend, repeal or modify any provision in the Governing Documents of any member of the Company Group, 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, Buyer shall cause each member of the Company Group (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 any member of the Company Group), the individuals who, on or prior to the Closing Date, were managers, officers, directors, or employees or agents of such member of the Company Group or served on behalf of such member of the Company Group as a manager, officer, director or employee or agent of any of the Companies' current or former subsidiaries or Affiliates (each, a "Covered Affiliate") or any of their predecessors in all of their capacities (including as member or stockholder, controlling or otherwise) and the heirs, executors, trustees, fiduciaries and administrators of such managers, officers, directors or employees or agents (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, officer, employee, or stockholder (controlling or otherwise) of any member of the Company Group or Covered Affiliates or any of their predecessors arising out of acts or omissions occurring on or prior to the Closing Date (including 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 the applicable member of the Company Group or 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 Buyer, any member of the Company Group 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, Buyer shall cause the successors and assigns of Buyer or any member of the Company Group, 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 Buyer and the members of the Company Group 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, Buyer 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) All federal, state, provincial, and local transfer (including land transfer), excise, sales, use, value added, registration, stamp, recording, property and similar Taxes or fees applicable to any transaction contemplated by this Agreement (other than the Pre-Closing Reorganization or as otherwise included in Pre-Closing Taxes) shall be paid by Buyer. All federal, state, provincial, and local transfer (including land transfer), excise, sales, use, value added, registration, stamp, recording, property and similar Taxes or fees applicable to step 18 of the Pre-Closing Reorganization (the "WFF Transfer Taxes") shall be paid by WFF. The Purchase Price will be increased by the amount of the WFF Transfer Taxes if and to the extent that such WFF Transfer Taxes are either (i) paid by the Company Group prior to the Closing, or (ii) reflected as a liability that reduces Working Capital.

(b) Sellers shall prepare, or cause to be prepared, all income Tax Returns (including, subject to Section 7.5(g) through to and including Section 7.5(r), tax elections contemplated in Section 1.1(e) of the Disclosure Schedule in respect of the Pre-Closing Reorganization of the Companies and Subsidiaries for any Pre-Closing Period which are required to be filed after the Closing, to the extent not filed on or prior to the Closing (and for greater certainty, Buyer will cause any income Tax Return of a Company or Subsidiary relating to a Pre-Closing Period filed after the Closing Date to be filed after receipt thereof)). Subject to Section 7.5(e), such income Tax Returns shall be prepared and filed in accordance with past practices of the applicable Company or Subsidiary (and in the case of WFB and WFF, in accordance with the past practice of WFCI) unless otherwise required by applicable Laws; provided, that no reserve may be claimed if any amount could be included in the income of WFB or WFF for any period ending after the

Closing Date. Unless the timing between the Effective Time and the income Tax Return due date does not allow for, and in which case Buyer and Seller will use a good faith effort to agree to an alternative timeline, Sellers shall provide to Buyer for its 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. 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 consider such reasonable comments in good faith. If Buyer and Sellers disagree on whether any reasonable comments should be implemented, the Accounting Firm will be retained to resolve the disagreement at a cost to be split equally between Sellers, on the one hand, and Buyer, on the other hand.

(c) Buyer shall prepare, or cause to be prepared, all non-income Tax Returns of the Companies and the Subsidiaries for any Pre-Closing Period or any Straddle Period which are required to be filed after the Closing, to the extent not filed on or prior to the Closing, and all income Tax Returns for the Companies and the Subsidiaries for any Straddle Period (and for greater certainty, any Tax Return of a Company or Subsidiary relating to a Pre-Closing Period or Straddle Period but filed after the Closing Date will be filed, or caused to be filed, by the Buyer). Subject to Section 7.5(e), such Tax Returns shall be prepared and filed in accordance with past practices of the applicable Company or Subsidiary (and in the case of WFB and WFF, in accordance with the past practice of WFCI), unless otherwise required by applicable Laws, and provided, that no reserve will be claimed if any amount could be included in the income of WFB or WFF for any period ending after the Closing Date. Unless the timing between the Effective Time and the non-income Tax Return due date does not allow for, and in which case Buyer and Seller will use a good faith effort to agree to an alternative timeline, Buyer shall provide to Seller for its 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 Buyer 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 Buyer shall consider such reasonable comments in good faith. If Buyer and Sellers disagree on whether any reasonable comments should be implemented, the Accounting Firm will be retained to resolve the disagreement at a cost to be split equally between Sellers, on the one hand, and Buyer, on the other hand.

(d) The members of the Company Group, Buyer and Sellers shall reasonably cooperate, and shall cause their respective Representatives to reasonably cooperate, at the expense of the requesting party, in preparing and filing all Tax Returns of the Company Group, relating to any Pre-Closing Period or Straddle Period, including maintaining and making available to each other all records necessary in connection with Taxes of any member of the Company Group relating to any Pre-Closing Period or Straddle Period, and in resolving all disputes and audits with respect to all such periods ending on or before the Closing Date and Straddle Periods. The Buyer and its Affiliates and Sellers shall cooperate fully, as and to the extent reasonably requested, in connection with any Tax Proceeding (such cooperation shall include the retention and (upon the Sellers' reasonable request) the provision of records and information that are reasonably relevant to any such Tax Proceeding and making employees and advisors available on a mutually convenient and reasonable basis to provide additional information and explanation of any material provided hereunder).

(e) Notwithstanding anything to the contrary in this Agreement, Buyer shall not file nor permit or allow the Companies or Subsidiaries to file any amended Tax Return relating to such Person with respect to Pre-Closing Periods or Straddle Periods, unless such refiling is required by Law (supported by a should-level opinion of independent counsel of recognized standing experienced in such matters) or consented to by the Sellers (not unreasonably withheld, conditioned, or delayed). If such refiling is required by Law, then Buyer will notify Seller of its intent to file an amended Tax Return relating to such Person with respect to Pre-Closing Periods or Straddle Periods within a reasonable amount of time after determining that such refiling is required by Law.

(f) Where applicable, the Companies and Subsidiaries shall make an election under subsection 256(9) of the Tax Act in its Tax Return for its taxation year ending as a result of the Closing.

(g) With respect to the Asset Purchase Agreement dated July 11, 2021 between WFCI, a predecessor corporation amalgamated into GWL, and WFB (the "APA") under which the Purchased Assets, were transferred on a partially tax-deferred basis under subsection 85(1) of the Tax Act and any equivalent provision of provincial legislation, the Parties hereby agree that, with respect to any Purchased Asset 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"), an election under subsection 85(1) of the Tax Act and any provincial equivalent of such election will be filed and that in such elections, Sellers will determine the elected amount with respect to each such asset or group or class of assets based upon, and in accordance with, the principles mutually agreed upon by the Parties, and GWL and WFB will use such amount when preparing and filing such elections, provided such elected amounts are determined in accordance with the aforementioned principles.

(h) The Parties intend that the portion of the Purchased Assets that relates to the frozen business carried on by WFB which was transferred by WFCI to WFB pursuant to the APA will also be transferred (in addition to any other property of WFB that relates to the frozen business) from WFB to WFF as part of the Pre-Closing Reorganization. The Parties agree that such portion of the foregoing assets which are Rollover Assets will be transferred on a partially-tax deferred basis under 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 WFF 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 Buyer for its review and comment no later than 45 days after the date of such transfer.

(i) Buyer acknowledges that the portion of the Purchased Assets that relates to the Ambient Excluded Business which is carried on by WFB which was transferred by WFCI to WFB pursuant to the APA will also be transferred (in addition to any other property of WFB that relates to the Ambient Excluded Business) from WFB to Interbake Canada as part of the Pre-Closing Reorganization. WFB hereby agrees that such portion of the foregoing assets which are Rollover Assets will be transferred on a partially-tax deferred basis under 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 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 Buyer for its review and comment no later than 45 days after the date of such transfer.

(j) Pursuant to the APA, WFCI and WFB agreed, with respect to any accounts receivables forming part of the Purchased Assets, to jointly execute an election under section 22 of the Tax Act and any corresponding provincial tax legislation. The amounts listed as the value of the consideration paid by WFB under such elections shall be equal to the fair market value of such accounts receivables.

(k) The Parties intend to make an additional election under section 22 of the Tax Act and any corresponding provincial tax legislation in respect of any accounts receivables which are transferred from WFB to WFF pursuant to the Pre-Closing Reorganization. The amounts listed as the value of the consideration paid by WFF under such elections will be equal to the fair market value of such accounts receivables.

(l) Buyer acknowledges that an additional election under section 22 of the Tax Act and any corresponding provincial tax legislation will be made in respect of any accounts receivables which are transferred from WFB to Interbake Canada pursuant to the Pre-Closing Reorganization. The amounts listed as the value of the consideration paid by Interbake Canada under such elections will be equal to the fair market value of such accounts receivables.

(m) Pursuant to the APA, WFCI and WFB agreed, with respect to certain obligations WFB assumed under the APA in respect of undertakings to which paragraph 12(1)(a) of the Tax Act may apply, to jointly make an election pursuant to the provisions of subsection 20(24) of the Tax Act and any corresponding provincial tax legislation in respect of amounts paid by WFCI to WFB as consideration for WFB assuming such obligations. If the Sellers determine that such elections are relevant and necessary, Sellers shall determine the amount to have been paid by GWL to WFB as consideration for WFB assuming such obligations, provided such determined amounts are commercially reasonable, and GWL and WFB shall use such amount when preparing and filing such elections.

(n) If the Sellers determine it is relevant and necessary, the Parties may make an additional election under subsection 20(24) of the Tax Act and any corresponding provincial tax legislation in respect of certain obligations assumed by WFF from WFB, in respect of undertakings to which paragraph 12(1)(a) of the Tax Act applies, pursuant to the Pre-Closing Reorganization. If the Sellers determine that such elections are relevant and necessary, the Sellers shall determine the amount to have been paid by WFB to WFF as consideration for WFF assuming such obligations, provided such determined amounts are commercially reasonable, and WFB and WFF shall use such amount when preparing and filing such elections.

(o) Buyer acknowledges that, if the Sellers determine it is relevant and necessary, the Parties intend to make an additional election under subsection 20(24) of the Tax Act and any corresponding provincial tax legislation in respect of certain undertakings assumed by Interbake

Canada from WFB, in respect of undertakings to which paragraph 12(1)(a) of the Tax Act applies, pursuant to the Pre-Closing Reorganization. If the Sellers determine that such elections are relevant and necessary, the Sellers shall determine the amount to have been paid by WFB to Interbake Canada as consideration for Interbake Canada assuming such obligations, provided such determined amounts are commercially reasonable, and WFB and Interbake Canada shall use such amount when preparing and filing such elections.

(p) Elections made pursuant to the APA under subsection 167(1) of the *Excise Tax Act* (Canada) or any equivalent provision under applicable provincial legislation (including section 75 of the *Act respecting the Quebec sales tax*) have been duly executed and filed.

(q) The Parties intend to make elections under subsections 167(1) and 156(2) of the *Excise Tax Act* (Canada) or any equivalent provision under applicable provincial legislation (including sections 75 and 334 of the *Act respecting the Quebec sales tax*) and WFF will provide WFB, to the extent possible, with any purchase exemption certificate in respect of provincial sales taxes or other acceptable evidence for claiming any provincial sales tax exemption as required by the relevant provincial legislation or tax authorities in respect of the transfer of assets by WFB to WFF pursuant to the Pre-Closing Reorganization.

(r) Buyer acknowledges that elections will be made under subsections 167(1) and 156(2) of the *Excise Tax Act* (Canada) or any equivalent provision under applicable provincial legislation (including sections 75 and 334 of the *Act respecting the Quebec sales tax*, if applicable) in respect of the transfer of assets by WFB to Interbake Canada pursuant to the Pre-Closing Reorganization. Such elections will be prepared in accordance with the principles mutually agreed upon by the Parties.

(s) For the avoidance of doubt, the completion and filing of any of the elections referred to in Section 7.5(g) through to and including Section 7.5(r), and any other elections described in Section 1.1(e) of the Disclosure Schedule, will be considered for all purposes of this Agreement to have been made pursuant to and as part of (and any Taxes arising from or related to such elections shall be considered to have resulted from) the Pre-Closing Reorganization, whether such elections are made prior to or following the Closing.

(t) The Parties hereby agree that no Tax Return prepared by the Sellers pursuant to Section 7.5(b) hereof nor any of the elections referred to in Section 7.5(g) through to and including Section 7.5(r) hereof, or any other election described in Section 1.1(e) of the Disclosure Schedule, may be amended without the consent of the Buyer, such consent not to be unreasonably withheld, conditioned or delayed.

(u) Notwithstanding anything to the contrary in the APA, GWL agrees, and shall cause WFB to agree, that the purchase price adjustment clause in 5.7(b)(i)(II) of the APA shall not be invoked by either party to the APA, except with the prior written consent of Buyer, with such consent not to be unreasonably withheld.

(v) In the case of any Straddle Period, the amount of Taxes allocable to the portion of the Straddle Period ending on the Closing shall be:

(i) in the case of Taxes imposed on a periodic basis (such as sales, real or personal property Taxes whether imposed in Canada or elsewhere), the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction, the numerator of which is the number of calendar days in the Straddle Period up to and including the day immediately preceding the Closing Date and the denominator of which is the number of calendar days in the entire relevant Straddle Period; and

(ii) in the case of Taxes not described in Section 7.5(v)(i) (such as franchise Taxes, Taxes that are based upon or related to income or receipts, or Taxes that are based upon occupancy or imposed in connection with any sale or other transfer or assignment of property), the amount of any such Taxes shall be determined as if such taxable period ended immediately before the Closing.

(w) All Tax sharing agreements, indemnification, or similar agreements (other than agreements entered into in the ordinary course of business the primary purpose of which is not Taxes) with respect to or involving the Companies and Subsidiaries shall be terminated as of the Closing Date and after the Closing Date, Buyer, the Companies, and the Subsidiaries shall not be bound thereby or have any liability thereunder.

(x) As promptly as practicable after the Buyer or any Buyer Affiliate receives 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, the Buyer 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 a member of the Company Group, 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 the Buyer (a "Tax Proceeding"); provided, however, the failure of the Buyer to timely give notice as required under this Section 7.5(x) shall not preclude the Buyer from obtaining indemnification in respect of the Tax Proceeding, except to the extent (if any) that Sellers are 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 the Buyer 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 the Buyer for all reasonable, out-of-pocket costs and expenses incurred by the Buyer or any member of the Company Group 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 the Buyer, 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, the Buyer shall exclusively control such Tax Proceeding. If the Sellers elect to exercise their right to jointly control the Tax Proceeding pursuant to this Section 7.5(x)(ii), 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 the Buyer for all reasonable, out-of-pocket costs and expenses incurred by the Buyer or any member of the Company Group 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) the Buyer 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 the Buyer or any member of the Company Group 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, the Buyer 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(x)(i) hereof, the Sellers will provide the Buyer 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;

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

(vi) to the extent payment has not already been made by the Sellers to the Buyer or the Company Group, should the Buyer or a member of the Company Group 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 the Buyer or a member of the Company Group 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 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 Buyer the full amount owing to Buyer 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(x)(vi) is no longer owing to the relevant assessing authority and has been refunded to Buyer or a member of the Company Group by the relevant assessing authority, then such amount paid by Sellers will promptly be repaid by Buyer or such member of the Company Group.

(y) The Sellers shall be entitled to any Tax refunds or credits in lieu of a refund, other than Buyer Refunds, that are received by the Buyer or its Affiliates attributable to Taxes paid by the Sellers or the members of the Company Group with respect to any Pre-Closing Period ("Refund"), and the Buyer shall or shall cause its Affiliate, as applicable, to pay over to the Sellers any such Refund (or in the case of a credit, the amount thereof) within five (5) days of actual receipt of such Refund, net of any costs incurred in order to maximize or obtain such Refund. After the Closing, the Buyer shall cause its Affiliates to continue to work in good faith and use their commercially reasonable efforts to diligently prosecute any Refund claims in order to legally maximize and obtain any such Refund. Any payment made to the Sellers pursuant to Section 7.5(y) shall be treated as a dollar-for-dollar increase in the Purchase Price except to the extent such Refund has already been taken into account in the calculation of the Purchase Price.

7.6 Seller Guarantees. From and after the date of this Agreement, Buyer shall cooperate with Sellers in obtaining, and shall (a) obtain, as of the Closing, (i) a full and unconditional release of Sellers and their respective Affiliates (other than any member of the Company Group) from any liability in respect of any letters of credit entered into or granted by Sellers or any of their respective Affiliates (other than any member of the Company Group) in relation to or arising out of any liabilities of the Company Group and (ii) replacement letters of credit in favor of third party creditors who are beneficiaries of such letters of credit and (b) use its reasonable best efforts to obtain, as of the Closing, a full and unconditional release of Sellers and their respective Affiliates (other than any member of the Company Group) from any liability in respect of all other Seller Guarantees, including by Buyer 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. For the avoidance of doubt, Seller shall retain any obligation of Seller under GWL Insurance Arrangement. 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 Buyer's reasonable best efforts to obtain such release, following the Closing (x) Buyer shall continue to use its 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, (y) Buyer shall obtain and deliver a form of credit support acceptable to Sellers and otherwise in form and substance reasonably acceptable to Sellers, pursuant to which Buyer shall be responsible for any and all Losses incurred by Sellers and their respective Affiliates relating to such Seller Guarantees, and (z) Buyer 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 out of any Seller Guarantee. Buyer agrees 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 Buyer, or by an Affiliate of Buyer 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 7.6 shall be borne by Buyer.

7.7 GWL Names.

(a) Buyer acknowledges 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 Buyer or any Affiliate of Buyer.

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

(c) Sellers grant to Buyer pursuant to this Section 7.7(c) a limited, non-exclusive, non-sublicensable, non-transferrable, royalty-free, transition trademark license solely for use in the Business for the purpose of transitioning the GWL Names after the Closing. Buyer agrees that:

(i) Buyer shall use commercially reasonable efforts to discontinue Buyer's use 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;

(ii) as soon as reasonably practicable following the Closing, but in any event no later than twelve (12) months following the Closing Date, Buyer shall, and shall cause all of its applicable Affiliates to, (A) cease to use any existing stationery, purchase order, invoice, receipt or other similar document containing any reference to the GWL Names or (B) only use such stationery, purchase order, invoice, receipt or other similar document after having deleted, pasted over or placed a sticker over such references;

(iii) as soon as reasonably practicable following the Closing, but in any event no later than twelve (12) months following the Closing Date, Buyer and its Affiliates shall remove the GWL Names from all premises and signs that are owned or used by the Companies;

(iv) 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 Buyer or any of its Affiliates (including the members of the Company Group) and, with respect to existing brochures, leaflets or similar documents and other materials containing a reference to the GWL Names, Buyer shall use its 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 are deleted, pasted over or a sticker is put over such references;

(v) Buyer shall ensure that, from and after the Closing, no other stocks, goods, products, services or software are ordered, manufactured, produced, provided or sold by or on behalf of Buyer or any of its Affiliates (including the members of the Company Group) showing, having marked thereon or using the GWL Names; and

(vi) Buyer's use of the GWL Names shall be limited to use in the exact manner as used in the Business as currently conducted prior to the Closing Date and in compliance with applicable Law.

(d) Buyer agrees that neither it nor any of its Affiliates shall acquire any rights whatsoever in the GWL Names by virtue of their use of the GWL Names 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. Buyer shall, and shall cause its Affiliates 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 Business prior to the Closing. In no event shall Buyer or its Affiliates (including the members of the Company Group) use the GWL Names in any manner that may damage or tarnish the reputation of Sellers or the goodwill associated with the GWL Names or in any other manner detrimental to Sellers or their respective Affiliates.

(e) Buyer agrees that Sellers and their respective Affiliates shall have no responsibility for claims by third parties arising out of, or relating to, the use by Buyer and its Affiliates (including the members of the Company Group) of any GWL Names after the Closing. In addition to any and all other available remedies, Buyer 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 by such Person to the extent arising out of the use of the GWL Names by Buyer or any of its Affiliates (including the members of the Company Group) (i) in accordance with the terms and conditions of this Section 7.7, other than such claims that the GWL Names infringe the Intellectual Property rights of any third party or (ii) in violation of or outside the scope permitted by this Section 7.7. Notwithstanding anything in this Agreement to the contrary, Buyer hereby acknowledges that in the event of any breach or threatened breach of this Section 7.7, Sellers and their respective Affiliates, in addition to any other remedies available to them, shall be entitled to a preliminary injunction, temporary restraining order or other equivalent relief restraining Buyer or any of its Affiliates from any such breach or threatened breach.

(f) Without limitation of any of the provisions with respect to the GWL Names set forth in this Section 7.7, Buyer also agrees that it shall not, and shall cause its 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 Business or any other business founded by the Weston family in connection with the advertisement, marketing or other promotion of the Business without the prior written consent of GWL (it being understood and agreed that if GWL provides its 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 Business, then Buyer and its 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 GWL 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 Buyer shall cooperate with GWL in transferring possession of such Weston Family Memorabilia to GWL.

(h) Notwithstanding the twelve (12) month period referred to in Section 7.7(c), Buyer and its Affiliates shall be entitled to use existing bread trays showing or having marked thereon the GWL Names until such time as such bread trays are removed from service in the ordinary course of business.

7.8 Restrictive Covenants.

(a) During the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date, subject to Section 7.8(b), Sellers shall not, and Sellers shall cause their respective Affiliates 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 (including by itself or in association with any Person) that markets, manufactures, sells, distributes, offers or promotes for sale any bakery products (whether fresh, artisan, frozen or refrigerated), but excluding ambient baked goods (such as cookies, cones, wafers and crackers) for retail, wholesale or food service customers in the Territory (a "Competitive Business").

(b) Section 7.8(a) shall not prohibit Sellers or any of their 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 bakery products is for the consumption of such establishment's customers ;

(iii) 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) that consists of the marketing, sale, distribution, offering or promoting for sale of products derived from the Weston family fruitcake recipe or any derivations thereof;

(iv) acting as landlord to a Competitive Business;

(v) 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 the power to control or direct the management or affairs of such Person; or

(vi) 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 ten percent (10%) 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) one hundred million Dollars ($100,000,000). Notwithstanding the foregoing, in the event that an acquisition

exceeds such limit, the Sellers and their Affiliates shall, within 12 months of the closing of such acquisition, divest such portions of the acquired business as is necessary so that such acquisition is in compliance with this Section 7.8(b)(vi).

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 Sellers or (B) acquires all or a portion of the business or assets of Sellers or any of its Affiliates, regardless of the form of such transaction, nor apply or bind to 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 fifth (5^{th}) anniversary of the Closing Date, subject to Section 7.8(b):

(i) Sellers shall not, and Sellers shall cause their respective Affiliates not to, directly or indirectly, solicit for employment or induce to leave the employ of Buyer or any of its Affiliates (including the members of the Company Group), any officer, employee, consultant, independent contractor, freelance worker or any individual who is, or within the six (6) months prior thereto was, an employee of Buyer or any of its Affiliates (including the members of the Company Group); provided, however, that nothing in this Section 7.8(c)(i) shall prohibit Sellers or any of their respective Affiliates from soliciting or hiring any such individual who responds to general solicitations by Sellers or their respective Affiliates to the public or general advertising not directly targeted at such individuals or is referred to Sellers or their respective Affiliates by employment agencies or recruiters, provided that such agencies or recruiters are not instructed to target such individuals; and

(ii) Buyer shall not, and Buyer shall cause its Affiliates (including the members of the Company Group) not to, directly or indirectly, solicit for employment or induce to leave the employ 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 of Sellers or any of their respective Affiliates; provided, however, that nothing in this Section 7.8(c)(ii) shall prohibit Buyer or any of its Affiliates from soliciting or hiring any such individual who responds to general solicitations by Buyer or its Affiliates to the public or general advertising not directly targeted at such individuals or is referred to Buyer or its Affiliates by employment agencies or recruiters, provided that such agencies or recruiters are not instructed to target such individuals.

(d) 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 each 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.

(e) The restrictive covenants delivered pursuant to this Section 7.8 (the "Restrictive Covenants") are being granted to maintain and preserve the fair market value of the Transferred Equity Interests transferred by Sellers to Buyer pursuant to this Agreement. Buyer and the Companies acknowledge that: (i) the Company Group deals at arm's length with Buyer 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) 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 two (2) years following the Closing Date, Sellers shall, and shall cause their respective Affiliates to, keep confidential all non-public books, records and any other information of the Business in the possession of 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) primarily relates to the Ambient Excluded Business or any other business conducted by Sellers and their respective Affiliates, (ii) is determined by Sellers (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), (iii) is contemplated in the Access Agreement, (iv) is made to Representatives of Sellers and their respective Affiliates in connection with the preparation of financial statements or Tax Returns or (v) relates to or is required to effect the sale of the Ambient Excluded Business. 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 Sellers or their respective Affiliates after the Closing from a source other than Buyer or its Affiliates or its or their respective Representatives if the source of such information is not known by 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, Buyer or its Affiliates with respect to such information, or (C) Sellers or their respective Affiliates demonstrate was independently developed after the Closing by Sellers or their respective Affiliates or its or their respective Representatives without any use of or reliance on any non-public information of the Business.

(b) 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 Agreements, 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 Agreements 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 Agreements terminate with respect to information to the extent relating to (A) the Business or (B) the Company Group; provided, however, that such obligations shall remain in effect in accordance with the Confidentiality Agreements with respect to any information to the extent relating to Sellers and their respective

Affiliates (other than the members of the Company Group) or any business conducted by Sellers and their respective Affiliates (other than the Business), including the Ambient Excluded Business; (ii) the restrictions contained in the Confidentiality Agreements regarding contacting customers, suppliers and competitors of the Business shall terminate, and (iii) the restrictions contained in Section 14 of each of the Confidentiality Agreements regarding solicitation and/or hiring of certain employees shall terminate with respect to any Employees (but shall remain in effect with respect to any employees of Sellers and their respective Affiliates other than the Employees). Except as expressly set forth in this Section 7.9(b), the Confidentiality Agreements shall remain in full force and effect in all other respects in accordance with their respective terms from and after the Closing.

7.10 Insurance. From and after the Closing Date, the members of the Company Group 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 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. For the avoidance of doubt, Seller will retain liabilities associated with claims under GWL Insurance Arrangements related to pre-close occurrences, regardless of the date the claim is reported, and liabilities related to events prior to January 1, 2019.

7.11 Separation Coordination. From and after the Closing, each Party shall, and shall cause its Affiliates to, take any and all steps reasonably necessary to (a) complete the separation of the fresh business and the frozen business such that, upon the completion of such separation, (i) WFB owns all of the assets, employs all the employees, is party to all of the contracts and is responsible for all of the liabilities, in each case primarily related to the fresh business and (ii) WFF owns all of the assets, employs all the employees, is party to all of the contracts and is responsible for all of the liabilities, in each case primarily related to the frozen business and (b) ensure that, until the completion of the separation of the businesses as contemplated by the foregoing clause (a), (i) WFB is the beneficiary of the rights and responsible for the obligations relating to the fresh business and (ii) WFF is the beneficiary of the rights and responsible for the obligations relating to the frozen business. The Parties acknowledge and agree that (a) WFB will be made whole for any obligations it satisfies on behalf of WFF, and (b) WFF will be made whole for any income earned by WFB on behalf of WFF, in each case up to the time at which the Parties mutually agree that the separation of the business is complete.

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. (i) The Competition Act Approval shall have been obtained and (ii) any waiting period applicable to the consummation of the transactions contemplated hereby pursuant to the HSR Act shall have expired or been terminated (each of the foregoing regulatory approvals described in clauses (i) and (ii) being referred to herein as the "Required Regulatory Approvals").

(b) No Prohibition. No Governmental Order or Law 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 Buyer under this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer) of all of the following conditions precedent:

(a) Representations and Warranties True as of Closing.

(i) Each of the representations and warranties of Sellers contained in Article 3 (A) that are qualified as to Material Adverse Effect 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), disregarding changes or developments contemplated by the terms of this Agreement or caused by the transactions contemplated hereby, and (B) that are not so qualified 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), disregarding changes or developments contemplated by the terms of this Agreement or caused by the transactions contemplated hereby and except for failures of the representations and warranties referred to in this clause (B) to be true and correct that do not constitute, and would not reasonably be expected to have, a Material Adverse Effect; *provided*, that the representations and warranties of Sellers in Section 3.1, Section 3.2, Section 3.3(a)(ii) and Section 3.4 shall be true and correct in all respects (other than *de minimis* inaccuracies).

(ii) Each of the representations and warranties of Sellers contained in Article 4 (A) that are qualified as to Material Adverse Effect 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), disregarding changes or developments contemplated by the terms of this Agreement or caused by the transactions contemplated hereby, and (B) that are not so qualified 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), disregarding changes or developments contemplated by the terms of this Agreement or caused by the transactions contemplated hereby and except for failures of the representations and warranties referred to in this clause (B) to be true and correct that do not constitute, and would not reasonably be expected to have, a Material Adverse Effect; *provided*, that the representations and warranties of Sellers in Section 4.1, Section 4.2, Section 4.3(a)(ii), and Section 4.16 shall be true and correct in all respects (other than *de minimis* inaccuracies).

(b) Compliance with Agreements and Covenants. The Companies and Sellers 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) Pre-Closing Reorganization. The Pre-Closing Reorganization has been completed in all material respects in accordance with Section 1.1(e) of the Disclosure Schedule.

(d) Closing Deliveries. Sellers shall have delivered to Buyer all documents required to be delivered by Sellers pursuant to Section 2.2(b).

(e) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any Material Adverse Effect.

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 representations and warranties of Buyer contained in Article 5 (A) that are qualified as to "material adverse effect" 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)), disregarding changes or developments contemplated by the terms of this Agreement or caused by the transactions contemplated hereby, and (B) that are not so qualified 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)), disregarding changes or developments contemplated by the terms of this Agreement or caused by the transactions contemplated hereby and except for failures of the representations and warranties referred to in this clause (B) 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 Buyer's ability to consummate the transactions contemplated hereby; *provided*, that the representations and warranties of Buyer in Section 5.1, Section 5.2, Section 5.3(a)(ii) and Section 5.6 shall be true and correct in all respects (other than *de minimis* inaccuracies).

(b) Compliance with Agreements and Covenants. Buyer 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.

(d) Closing Deliveries. Buyer shall have delivered to Sellers all documents and payments required to be delivered by Buyer pursuant to Section 2.2(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 Buyer; or

(b) by either Seller or Buyer if the Closing shall not have occurred on or before April 25, 2022 (the "Termination Date"); provided, however, that if, as of the Termination Date, all conditions set forth in Article 8, other than the conditions set forth in Section 8.1, shall have been satisfied or shall be capable of being satisfied at the Closing Date were the Closing to occur at such time, or to the extent not prohibited by applicable Law shall have been waived on or before such

date, then either Seller or Buyer may in its sole discretion elect to extend the Termination Date for an additional three (3) months, which date thereafter shall be deemed to be the Termination Date; provided, further, 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 has been the primary cause of or primarily resulted in, the failure of the Closing to occur on or before the Termination Date (as it may be extended pursuant to this Section 9.1(b)); or

(c) by either Seller if Buyer 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 8.3 being satisfied and (B) (1) if capable of being cured, has not been cured by Buyer within thirty (30) days after its receipt of written notice thereof from a Seller (provided that if a Seller delivers such written notice within thirty (30) days of the Termination Date, the Termination Date shall automatically be extended to a date that is thirty (30) days after the date of such delivery); 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 to fulfill any of its obligations under this Agreement has been the primary cause of, or primarily 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 in this Agreement; or

(d) by Buyer if either Seller 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 and (B) (1) if capable of being cured, has not been cured by Sellers within thirty (30) days after its receipt of written notice thereof from Buyer (provided that if Buyer delivers such written notice within thirty (30) days of the Termination Date, the Termination Date shall automatically be extended to a date that is thirty (30) days after the date of such delivery); 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 Buyer if (x) the failure of Buyer to fulfill any of its obligations under this Agreement has been the primary cause of, or primarily 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 Buyer in this Agreement; or

(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) Buyer fails to consummate the transactions contemplated by this Agreement on the date the Closing should otherwise have occurred pursuant to Section 2.2(a), (iii) Sellers have certified by irrevocable written notice to Buyer that (A) all of the conditions set forth Section 8.1 and Section 8.2 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 and (B) Sellers and the Companies are ready, willing and able to consummate the Closing on the date of such notice and at all times during the three (3) Business Day period immediately thereafter and (iv) Buyer fails to consummate the Closing within three (3) Business Days following delivery of such irrevocable written notice; or

(f) by either 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, resulted in or contributed to, 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, (i) 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 contemplated shall be paid by the Party incurring such costs and expenses and (ii) notwithstanding the preceding clause (i), if any Party hereto brings an Action (whether in law, equity or otherwise) in connection with any controversy, disagreement or dispute arising under this Agreement, the prevailing Party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing Party or Parties the reasonable costs and expenses incurred by such prevailing Party, including reasonable attorney's fees and court costs.

(b) Termination Fee.

(i) If this Agreement is terminated (A) (i) by either Seller pursuant to Section 9.1(c) based on a failure by Buyer to perform its covenants or agreements under Section 6.5 or (ii) by either Seller pursuant to Section 9.1(b) or by either Seller or Buyer pursuant to Section 9.1(f), in each case, in circumstances in which such Seller could terminate this Agreement pursuant to Section 9.1(c) based on a failure by Buyer to perform its covenants or agreements under Section 6.5, and at the time of any such termination referred to in clauses (i) or (ii), (x) the conditions set forth in Section 8.1 have not been satisfied by the end of the day on the Termination Date and (y) all other conditions to the Closing set forth in Section 8.1 and Section 8.2 have been satisfied (other than those conditions that by their terms are to be satisfied at the Closing but which are capable of being satisfied at the Closing if the Closing were to occur), or, if permissible, waived, or (B) by either Seller pursuant to Section 9.1(e) in circumstances where the Debt Financing has not, will not or cannot be funded by the applicable Financing Sources on the date on which the Closing would have otherwise occurred pursuant to Section 2.2(a) then, in each case, Buyer will pay to Sellers an amount equal to seventy-two million Dollars ($72,000,000) (the "Termination Fee").

(ii) The Termination Fee shall be paid by Buyer 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 Buyer 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 Buyer. In the event Buyer does not pay the Termination Fee within such three (3) Business Day period, Buyer acknowledges that Sellers shall be entitled to draw upon the Guaranty for payment of the Termination Fee. In addition to the Termination Fee, Buyer 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 equal to the Prime Rate plus 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.

(iii) Without limiting any rights of Sellers under Section 11.11 prior to the termination of this Agreement pursuant to Section 9.1, if this Agreement is terminated under circumstances in which Buyer is obligated to pay the Termination Fee under Section 9.2(b)(i), then upon payment of the Termination Fee, and if applicable, the costs and expenses of Sellers pursuant to Section 9.2(b)(ii) in accordance therewith, none of Buyer or any of its Affiliates shall have any further liability with respect to this Agreement or the transactions contemplated hereby to Sellers, and payment of the Termination Fee, and, if applicable, such costs and expenses by or on behalf of Buyer shall be Sellers' sole and exclusive remedy for any Losses suffered or incurred by Sellers, the Company Group or any of their respective Affiliates or Representatives in connection with this Agreement, the transactions contemplated hereby (and the termination thereof) or any matter forming the basis for such termination. The Parties acknowledge that in no event will Buyer be required to pay the Termination Fee on more than one occasion.

(iv) 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 either Seller or Buyer 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 Buyer, Sellers or the Companies; provided, however, that the provisions of Section 6.1(a), 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 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 Agreements will survive any termination hereof in accordance with their respective 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 (i) the subsection of Section 9.1 pursuant to which this Agreement is being terminated and (ii) 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, 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) and Section 6.8(c), 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 Buyer, 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 of the Sellers shall jointly and severally indemnify and hold harmless each Buyer and the Company Group, and each of their respective Affiliates, shareholders, directors, officers, employees, agents and representatives (the "Buyer Indemnified Persons"), from and against, and will 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 pursuant to Section 2.3 and Section 2.4; 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 Ambient Excluded Business by the Company Group prior to the date of the closing of the sale of the Ambient Excluded Business by Sellers to a third party, and (B) the Pre-Closing Reorganization (including any adjustment contemplated by Section 5.7(b) of the APA) except, with respect to Section 10.2(a)(ii)(B) only, to the extent such Losses arise from step 18 of the Pre-Closing Reorganization; provided, that, for purposes of Section 10.2(a)(ii)(B), Losses shall not include Taxes, other than Taxes that arise from any adjustment contemplated by Section 5.7(b) of the APA, as the Parties intend that Taxes in respect of the Pre-Closing Reorganization are addressed by Section 10.2(a)(i).

(b) The right to claim indemnification under Section 10.2(a) shall survive as it relates to the indemnity set forth in: (i) Section 10.2(a)(i), 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 Pre-Closing Taxes against the Company Group (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) Section 10.2(a)(ii), five (5) years following 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, the Buyer Indemnified Person shall give written notice of such claim to Sellers (a "Claim Notice"); provided, however, that the failure of the 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 (i) the general facts and circumstances giving rise to such claim for indemnification, including all material supporting documentation, (ii) the nature of the Losses incurred or expected to be

incurred, (iii) 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 (iv) 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 its 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 its 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, which counsel shall be reasonably acceptable to 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(x).

(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(x).

(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) any net Tax benefit actually realized by the Buyer Indemnified Person at such time and as and to the extent that such net Tax benefit is actually realized, in each case 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 occurred or the immediately following two taxation years (and in the case of WFU only, such Tax benefit to be reduced by the discounted present value of the reduction in the tax basis of the underlying assets to the Buyer Indemnified Person arising from the indemnity payment to the Buyer Indemnified Person, determined on a reasonable basis; provided, for clarity sake, the Parties agree and acknowledge

that if an item of Loss is capitalized into tax basis of such assets, then the net Tax benefit shall be zero), 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 consequential, indirect, special, incidental, punitive or exemplary damages, damages for lost profits, damages based upon a multiple of earnings, or diminution in value or any similar damages, except if and to the extent any such damages would otherwise be recoverable under applicable Law or any such damages are recovered from a Buyer Indemnified Person pursuant to a Third Party Claim.

(g) Purchase Price Adjustments. To the extent permitted by Law, any amounts payable under Section 10.2 shall be treated by Buyer and Sellers as an adjustment to the Purchase Price, including for all Canadian and U.S. federal, state, provincial and local income Tax purposes. Notwithstanding anything to the contrary contained in this Agreement, to the extent that an adjustment is made in determining the Purchase Price pursuant to Section 2.3 and Section 2.4, 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 2.3 and Section 2.4.

10.3 Release.

(a) Effective as of the Closing Date, each of Buyer and the members of the Company Group (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 organization, management or operation of the 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 any certificate contemplated hereby and delivered in connection herewith; or (d) any information, documents or materials furnished by or on behalf of Sellers and the Company Group (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 6.8(c) and 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 of Buyer and each of its Associated Persons (including each member of the Company Group) (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 organization, management or operation of the 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 any certificate contemplated hereby and delivered in connection herewith, 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 Party 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 either Seller or the Companies (other than Sellers themselves), on the one hand, or any Associated Person of Buyer, on the other hand, 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 Sellers, on the one hand, and Buyer, on the other hand, 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 Buyer.

(a) 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, Buyer and its Representatives have received or been given access to all information, books and records, facilities and other assets of the Company Group 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 members of the Company Group).

(b) Buyer acknowledges and agrees that Buyer is consummating the transactions contemplated by this Agreement and the Related Agreements without any representation or warranty, express or implied, by any Person, except for (i) the representations and warranties of Sellers expressly and specifically set forth in Article 3 and Article 4, each as qualified by the Disclosure Schedule, and (ii) the representations and warranties of Sellers and their respective Affiliates expressly and specifically set forth in the Related Agreements, which shall constitute the sole representations and warranties of Sellers and the Companies with respect to this Agreement, the Related Agreements and the transactions contemplated hereby and thereby. Buyer acknowledges and agrees that none of Sellers, 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, the Company Group or their respective business or assets, except as expressly set forth in this Agreement or the Related Agreements or as and to the extent required by this Agreement to be set forth in the Disclosure Schedule. Buyer further acknowledges and agrees that (i) neither Sellers nor any of their respective Associated Persons will be subject to any liability to Buyer or any other Person resulting from the distribution or use by Buyer or any of its Associated Persons of any information regarding Sellers, the Company Group or their respective business or assets, in each case not expressly set forth in this Agreement, the Related Agreements 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 Buyer or any of its 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 Buyer nor any of its 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, the Company Group or any of their respective Associated Persons. Buyer hereby waives any right that any of Buyer or its Associated Persons may have against Sellers, any member of the Company Group 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 Buyer agrees and acknowledges that none of Sellers, the Companies nor any of their respective Associated Persons will have any liability to Buyer, its Associated Persons or any other Person resulting from the use of any such information by Buyer or any of its Associated Persons.

(c) Buyer acknowledges and agrees that (i) Buyer and its Representatives have conducted to their satisfaction an independent investigation and verification of the Company Group (including their businesses, operations, assets, liabilities, condition (financial or otherwise), equity interests, properties, forecasts, projected operations and prospects), (ii) Buyer is relying on its own investigation and analysis in entering into the transactions contemplated hereby, (iii) Buyer

is knowledgeable about the industries and markets in which the Company Group operates, 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) Buyer or its 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 Buyer's investigation of the Company Group, Buyer has 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 Company Group and certain business plan information of the Company Group. Buyer acknowledges and agrees that (i) there are uncertainties inherent in attempting to make such projections, forward-looking statements, forecasts, estimates and plans, that Buyer is familiar with such uncertainties; (ii) Buyer is taking full responsibility for making its 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) Buyer shall have no claim against Sellers, the Companies and their respective Associated Persons or any other Person with respect thereto except as set forth in this Agreement. Accordingly, Buyer acknowledges and agrees that Sellers, 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), except as set forth in this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 Amendment. This Agreement may be amended, modified or supplemented only in writing signed by Buyer and Sellers. Notwithstanding any other provision of this Agreement to the contrary, no amendment, modification or waiver of Section 9.3, this Section 11.1 or Section 11.20 (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 Sources under such Section without the prior written consent of such Debt Financing Sources.

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 if on a Business Day before 5:00 p.m. local time of the business address of the receiving Party (otherwise on the next Business Day), (c) on the next Business Day if sent by an overnight delivery service, or (d) five (5) Business Days after being deposited in the United States mail, certified or registered mail, postage prepaid:

(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 Buyer, or after the Closing, the Companies, addressed as follows:

c/o Foodruptors Inc.
1295 Ormont Drive
Toronto, Ontario
M9L 2W6
Attention: Ojus Ajmera and Tejus Ajmera
Email: **[REDACTED]** and **[REDACTED]**

With a copy to (which shall not constitute notice):

Stikeman Elliott LLP
5300 Commerce Court West, 199 Bay Street
Toronto, Ontario
M5L 1B9
Attention: Joel Binder
Email: **[REDACTED]**

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Sean Rodgers
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 Buyer, and any attempted assignment without the required consent shall be void, except that (x) GWL may assign its rights, interests or obligations under this Agreement to any wholly-owned subsidiary of GWL, (y) WFUH may assign its rights, interests or obligations under this Agreement to GWL or any wholly-owned subsidiary of GWL and (z) Buyer may assign its rights, interests or obligations under this Agreement to an Affiliate; provided, that in each case, such assigning 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 10.1, Section 10.3 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 Sources shall be third party beneficiaries of certain provisions as set forth in Section 11.20(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 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 hereby irrevocably and unconditionally waives any right such Party 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 Buyer shall, prior to the termination of this Agreement, 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, Buyer agrees that, subject to Section 9.2(b)(iii), each Seller shall have the right, prior to the termination of this Agreement, in addition to any other rights and remedies existing in its favor, to enforce such Seller's rights and the obligations of Buyer 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) 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 Buyer 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.

(c) If, prior to the Termination Date, any Party brings any action, in each case in accordance with this Section 11.11, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Termination Date shall automatically be extended (i) for the period during which such action is pending, plus ten (10) Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be.

(d) Notwithstanding anything contained in this Agreement to the contrary, it is acknowledged and agreed that Sellers shall be entitled to seek specific performance of Buyer's obligations to consummate the Closing pursuant to the terms of this Agreement, and Sellers' rights as a third party beneficiary of the Equity Financing Commitment Letter in order to cause the Equity Financing to be funded, 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 at the Closing), (ii) Buyer fails to consummate the Closing by the date the Closing is required to have occurred pursuant to Section 2.2(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 will be funded at the Closing if the Equity Financing is funded at the Closing and (iv) Sellers have irrevocably confirmed in writing to Buyer that if specific performance is granted and the Debt Financing and the Equity Financing are funded, then Sellers will consummate the Closing.

11.12 Severability. Any term or provision of this Agreement 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, 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. Buyer and Sellers acknowledge and agree that Mayer Brown, Torys and each of the GWL Legal Counsel have represented Sellers 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, 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 Buyer or any of its 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. Buyer, on behalf of itself and the other Buyer Group Members

and their respective successors and assigns, hereby irrevocably (a) 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 interests of any Seller Group Member, on the one hand, and Buyer and any member of the Company Group, 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 any member of the Company Group 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 any member of the Company Group 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 any member of the Company Group in and to all Protected Communications 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 that would have been exercisable by the applicable member of the Company Group 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 Buyer, any member of the Company Group 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 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 Buyer 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) Buyer shall (and following the Closing

shall cause the members of the Company Group 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 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 in whatever way they desire, and Buyer shall, and cause the members of the Company Group to, provide full access to all Protected Communications 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. 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 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 Buyer pursuant to this Agreement or any other document or instrument delivered by Buyer in connection herewith.

11.20 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, whether in contract or in tort or otherwise, against any Debt Financing Source Affiliate 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, Equity Financing Commitment Letter, the Debt Financing, the Equity 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 Affiliates shall be express third-party beneficiaries and shall be entitled to enforce the agreements contained in Section 11.1 and this Section 11.20.

(c) Notwithstanding anything to the contrary in this Agreement, the Debt Financing Source Affiliates 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 Affiliate 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 Affiliate relating to or arising out of this Agreement, the Debt 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.

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

WFUH:

WESTON FOODS US HOLDINGS, INC.

By: "*Tina Murrin*"
Name: Tina Murrin
Title: Chief Financial Officer

By: "*Adam Christensen*"
Name: Adam Christensen
Title: Assistant Secretary, Legal Counsel

BUYER:

WONDER BRANDS INC.

By: "*Ojus Ajmera*"
Name: Ojus Ajmera
Title: Co-Chief Executive Officer

By: "*Tejus Ajmera*"
Name: Tejus Ajmera
Title: Co-Chief Executive Officer

WB FROZEN INC.

By: "*Ojus Ajmera*"
Name: Ojus Ajmera
Title: Co-Chief Executive Officer

By: "*Tejus Ajmera*"
Name: Tejus Ajmera
Title: Co-Chief Executive Officer

WB FROZEN ACQUIRECO US, LLC

By: "*Ojus Ajmera*"
Name: Ojus Ajmera
Title: Co-Chief Executive Officer

By: "*Tejus Ajmera*"
Name: Tejus Ajmera
Title: Co-Chief Executive Officer