

## VOTING SUPPORT AGREEMENT

**THIS AGREEMENT** is made as of November 12, 2020.

### AMONG:

The Person executing this Agreement as “the Shareholder” (the “**Shareholder**”)

- and -

9428-4502 Québec Inc., a corporation incorporated under the laws of Québec (the “**Purchaser**”)

### RECITALS:

**WHEREAS**, in connection with an arrangement agreement to be entered into on or about the date hereof (as may be amended from time to time, the “**Arrangement Agreement**”), the Purchaser is proposing to acquire all of the issued and outstanding Class “A” Multiple Voting Shares and Class “B” Subordinate Voting Shares (collectively, the “**Shares**”) of Dorel Industries Inc. (the “**Company**”) (including directly or indirectly the Shares owned by the Shareholder and certain other Rolling Shareholders), subject to the terms and conditions set forth in the Arrangement Agreement;

**WHEREAS**, it is contemplated that the proposed transaction will be effected pursuant to a statutory plan of arrangement (the “**Arrangement**”) under the provisions of the *Business Corporations Act* (Québec) and a letter agreement dated on or about the date hereof among the Purchaser, the Shareholder and certain other rollover shareholders (the “**Letter Agreement**”);

**WHEREAS**, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares;

**WHEREAS**, as a material inducement to the willingness of the Purchaser to enter into the Arrangement Agreement and complete the transactions contemplated thereby, and as a condition thereof, the Shareholder has agreed to enter into this Agreement and to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein; and

**WHEREAS**, the Shareholder understands and acknowledges that the Purchaser is entitled to rely on (i) the truthfulness and accuracy of the Shareholder’s representations contained herein, and (ii) Shareholder’s performance of its obligations set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties hereto agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

“**affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and “**control**” and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

“**Expiry Time**” has the meaning ascribed thereto in Section 3.1(a);

“**Notice**” has the meaning ascribed thereto in Section 4.8;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Subject Shares**” means all Shares beneficially owned, directly or indirectly, by the Shareholder as at the date hereof, including the Shares listed on Schedule A and any Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Shares in respect of which voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed by the Shareholder or any of its affiliates; and

“**Voting Support Outside Date**” means 11:59 p.m. (Eastern time) on September 30, 2021, or such later date as may be agreed to by the Parties in writing.

## **1.2 Gender and Number**

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

## **1.3 Currency**

All references to dollars or to \$ are references to Canadian dollars.

## **1.4 Headings.**

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

## **1.5 Date for any Action**

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Eastern Time) on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. (Eastern Time) on the next business day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a business day, such action shall be required or permitted to be taken on the next succeeding day which is a business day.

## **1.6 Governing Law**

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Québec and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

## **1.7 Incorporation of Schedules**

Schedule A hereto, for all purposes hereof, forms an integral part of this Agreement.

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

### **2.1 Representations and Warranties of the Shareholder**

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement) the matters set out below:

- (a) The Shareholder has the legal capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement has been duly executed and delivered by the Shareholder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding agreement of the Shareholder enforceable by the Purchaser against the Shareholder in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court of competent jurisdiction may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) The Shareholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Shareholder will control or direct, all of the Subject Shares. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.
- (d) The Shareholder is, and immediately prior to the Effective Time will be, the sole legal and beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all Liens.
- (e) The Shareholder has, and immediately prior to the Effective Time the Shareholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Shares.
- (f) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Shares or any legal or

economic interest therein or right thereto, other than those which are contemplated by the Arrangement Agreement and the Letter Agreement.

- (g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder or any affiliate of the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.
- (h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder, any affiliate of the Shareholder, the beneficial or registered owner of any of the Subject Shares or any of their properties that, individually or in the aggregate, would materially adversely affect in any manner the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.
- (i) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement, whether present or contingent, with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.
- (j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating document of any affiliate of the Shareholder; (ii) any contract to which the Shareholder or any affiliate of the Shareholder is a party or by which the Shareholder or any affiliate of the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any Law.

## **2.2 Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in connection with the entering into of this Agreement) the matters set out below:

- (a) The Purchaser is a corporation duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Shareholder, constitutes a legal, valid and binding agreement of the Purchaser, enforceable by the Shareholder against the Purchaser in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court of competent jurisdiction may exercise in the granting of equitable remedies such as specific performance and injunction.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with its obligations hereunder will violate, contravene,

result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

- (c) No consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by the Purchaser of the Arrangement, other than those which are contemplated by the Arrangement Agreement.
- (d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Purchaser's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

### **ARTICLE 3 COVENANTS; PROXY**

#### **3.1 Covenants of the Shareholder**

- (a) The Shareholder hereby covenants with the Purchaser that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Shareholder will not, and the Shareholder will ensure that none of its affiliates will, directly or indirectly:
  - (i) without having first obtained the prior written consent of the Purchaser, sell, transfer, gift, assign, convey, tender, hedge, pledge, hypothecate, create or suffer to exist any Liens, option or otherwise dispose of any right or interest in any of the Subject Shares or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or the Letter Agreement or to one or more corporations directly or indirectly wholly-owned by the Shareholder without affecting beneficial ownership or control or direction over the Subject Shares;
  - (ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares;
  - (iii) requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution without the prior written consent of the Purchaser; or

- (iv) take any action, or allow any other Person to take any action, that would cause any of the representations and warranties in Section 2.1 to become untrue or incorrect in any material respect.
- (b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares:
  - (i) at any meeting of any of the securityholders of the Company at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote, including the Company Meeting; and
  - (ii) in any action by written consent of the securityholders of the Company,  
  
in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit (or cause to be deposited) a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Shares as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Company Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Shares in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Shareholder hereby agrees that it will not take, nor permit any of its affiliates or any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Shareholder or such other Person might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1. The Shareholder will provide copies of each such proxy or voting instruction form referred to above to the Purchaser at the address below concurrently with its delivery as provided for above.
- (c) The Shareholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Shareholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.
- (d) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Shares against any proposed action by the Company, any securityholder of the Company, any of the Company's Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution,

liquidation, winding up or similar transaction involving the Company or any Subsidiary of the Company, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of the Company or any of its subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.

- (e) Until the Expiry Time, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser in connection with the Arrangement;
  - (ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser in connection with the Arrangement;
  - (iii) act jointly or in concert with another Person for the purpose of opposing or competing with the Purchaser in connection with the Arrangement;
  - (iv) solicit, initiate, encourage or otherwise knowingly facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any Subsidiary or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
  - (v) participate in any discussions or negotiations with any Person (other than the Purchaser or any of its affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;
  - (vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal; or
  - (vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing,

provided, however, that nothing contained in this section or other provisions of this Agreement shall prevent a nominee of the Shareholder, if such nominee is a director of the Company, from entering into an agreement or engaging in discussions or negotiations with or furnishing information to any person solely in his or her capacity as a member of the Board in respect of an unsolicited *bona fide* Acquisition Proposal under the terms and conditions set out in the Arrangement Agreement.

- (f) The Shareholder will not, and the Shareholder will ensure that none of its affiliates will, (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.
- (g) At the request of the Purchaser or the Company, the Shareholder will, and will cause its affiliates to, use all commercially reasonable efforts in its capacity, and their capacities, as a securityholder to assist the Company and the Purchaser to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation cooperating with the Purchaser and the Company to make all requisite regulatory filings, provided that the Shareholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless the Purchaser reimburses the Shareholder for such expenses.
- (h) The Shareholder hereby consents to:
  - (i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, the Purchaser or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and
  - (ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.
- (i) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of the Purchaser.

## **ARTICLE 4 GENERAL**

### **4.1 Termination**

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Parties;
- (b) written notice by the Purchaser to the Shareholder if:
  - (i) any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or

- (ii) the Shareholder has not complied in any material respect with its covenants contained herein and such default has not been cured within five business days of written notice of such default being given by the Purchaser to the Shareholder;

provided that at the time of such termination, the Purchaser is not in material default in the performance of its obligations under this Agreement, and provided, further, that any such termination shall not prejudice the rights of a party as a result of any breach by any other party of its obligations hereunder;

- (c) the termination of the Letter Agreement in accordance with its terms;
- (d) the Effective Time; and
- (e) the Voting Support Outside Date.

#### **4.2 Time of the Essence**

Time is of the essence in this Agreement.

#### **4.3 Effect of Termination**

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

#### **4.4 Equitable Relief**

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that in addition to any other remedies at law or in equity that a party may have the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. The prevailing party shall be reimbursed for all costs and expenses, including reasonable legal fees, incurred in enforcing the other party's obligations hereunder. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

#### **4.5 Fiduciary Duty**

Subject to the terms of the Letter Agreement, nothing herein shall restrict or limit the Shareholder from taking any action to the extent required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement, in each case acting upon the advice of outside counsel, provided that the Shareholder agrees and acknowledges that this Agreement may

not be terminated by the Shareholder in the event of the termination of the Arrangement Agreement (including pursuant to Section 7.2(1)(c)(ii) [*Superior Proposal*] thereof) and the performance of such duties as a director or officer shall not impact the Shareholder's obligations under this Agreement, including Article 3, or otherwise entitle the Shareholder to terminate this Agreement in the event of the termination of the Arrangement Agreement (including pursuant to Section 7.2(1)(c)(ii) [*Superior Proposal*] thereof). The Purchaser further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as a shareholder of the Company.

#### **4.6 Waiver; Amendment**

Each Party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

#### **4.7 Entire Agreement**

This Agreement, together with the Letter Agreement, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

#### **4.8 Notices**

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person or other personal method of delivery), or if sent by prepaid overnight courier:

- (a) if to the Purchaser:

9428-4502 Québec Inc.  
c/o Cerberus Capital Management  
875 Third Avenue  
New York, NY 10022

Attention: [*Redacted - Personal Information*]  
Telephone: [*Redacted - Personal Information*]  
Email: [*Redacted - Personal Information*]

and to:

Attention: [*Redacted - Personal Information*]  
Telephone: [*Redacted - Personal Information*]  
Email: [*Redacted - Personal Information*]

with a copy to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022

Attention: *[Redacted - Personal Information]*  
Telephone: *[Redacted - Personal Information]*  
Email: *[Redacted - Personal Information]*

and to:

Blake, Cassels & Graydon LLP  
199 Bay Street, Suite 4000  
Toronto, Ontario M5L 1A9

Attention: *[Redacted - Personal Information]*  
Telephone: *[Redacted - Personal Information]*  
Email: *[Redacted - Personal Information]*

- (b) if to the Shareholder, at the address set forth in Schedule A.

Any notice or other communication is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day, or (ii) if sent by overnight courier, on the next business day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

#### **4.9 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

#### **4.10 Successors and Assigns**

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party, provided that the Purchaser may assign all or part of its rights under this Agreement to, and

its obligations under this Agreement may be assumed by, any of its affiliates, provided that if such assignment and/or assumption takes place, the Purchaser shall continue to be liable joint and severally with such affiliate for all of its obligations hereunder.

#### **4.11 Independent Legal Advice**

Each of the Parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

#### **4.12 Further Assurances**

The Parties will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

#### **4.13 Language**

The Parties expressly acknowledge that they have requested that this Agreement and all ancillary and related documents thereto be drafted in the English language only. *Les parties aux présentes reconnaissent avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.*

#### **4.14 Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

***[The remainder of this page has been intentionally left blank.]***

**IN WITNESS OF WHICH** the Parties have executed this Agreement.

**PURCHASER:**

**9428-4502 QUÉBEC INC.**

By: (signed) "Scott Wille"

Name: Scott Wille

Title: President

**SHAREHOLDER:**

Accepted and agreed to with effect from the  
12<sup>th</sup> day of November, 2020

(signed) "Jeffrey Schwartz"

Name: Jeffrey Schwartz

**SCHEDULE A**

<b>Name of Securityholder</b>	<b>Number of Class A Multiple Voting Shares</b>	<b>Number of Class B Subordinate Voting Shares</b>
<b>Jeffrey Schwartz</b>	1,054,160	631,980

**Address for Notice:**

*[Redacted - Personal Information]*