# VOTING AND SUPPORT AGREEMENT

**THIS AGREEMENT** is made as of April 7, 2026

**AMONG:**

Praesidio 11 Limited, a company incorporated under the laws of Jersey (the "**Rollover Shareholder**")

- and -

Apollo Purchaser, Inc., a corporation existing under the laws of Alberta (the "**Purchaser**")

**RECITALS:**

**WHEREAS**, in connection with an arrangement agreement among the Purchaser and Blackline Safety Corp. (the "**Company**") dated the date hereof (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "**Arrangement Agreement**"), the Purchaser proposes to acquire all of the issued and outstanding common shares (the "**Shares**") of the Company for the Consideration or Rollover Consideration (each as defined in the Arrangement Agreement), 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 Section 193 of the *Business Corporations Act* (Alberta);

**WHEREAS**, the Rollover Shareholder is the registered and beneficial owner of the Subject Securities listed opposite its name in Schedule A hereto;

**WHEREAS**, the Rollover Shareholder has entered into a Rollover Agreement with the Purchaser concurrently with the entering into of this Agreement; and

**WHEREAS**, this Agreement sets out the terms and conditions of the agreement of the Rollover Shareholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants 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**" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

"**Agreement**" means this voting and support agreement dated as of the date hereof among the Rollover Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

"**Arrangement**" has the meaning ascribed thereto in the recitals hereof;

"**Arrangement Agreement**" has the meaning ascribed thereto in the recitals hereof;

"**Company**" has the meaning ascribed thereto in the recitals hereof;

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

"**Parties**" means the Rollover Shareholder and the Purchaser and "Party" means any one of them;

"**Purchaser**" has the meaning ascribed thereto in the preamble hereof;

"**Shares**" has the meaning ascribed thereto in the recitals hereof;

"**Subject Securities**" means the Shares and other securities listed on Schedule A hereto and any Shares acquired by the Rollover Shareholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Subject Securities may be converted into, exchanged for or otherwise changed into; and

"**Voting Support Outside Date**" means the date that is 180 days from the date hereof.

## 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. (Calgary 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. (Calgary 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 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 Alberta and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the Alberta courts situated in the City of Calgary 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 attached hereto, for all purposes hereof, forms an integral part of this Agreement.

## ARTICLE 2
## REPRESENTATIONS AND WARRANTIES

### 2.1 Representations and Warranties of the Rollover Shareholder

The Rollover Shareholder represents and warrants, severally, and not jointly or jointly and severally, to the Purchaser as of the date hereof and as of the Effective Date (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) that:

(a) the Rollover Shareholder is a company validly existing under the laws of Jersey;

(b) the Rollover Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement by the Rollover Shareholder and the performance by the Rollover Shareholder of its obligations hereunder have been duly authorized and no other proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder;

(c) this Agreement has been duly executed and delivered by the Rollover Shareholder and constitutes a legal, valid and binding agreement of the Rollover Shareholder enforceable against it 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 may exercise in the granting of equitable remedies such as specific performance and injunction;

(d) the Rollover Shareholder beneficially owns, and exercises control or direction over, all the Subject Securities set forth opposite its name in Schedule A hereto. Other than the Subject Securities, neither the Rollover Shareholder nor any of its affiliates beneficially owns, or exercises 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;

(e) as at the date hereof, the Rollover Shareholder is, and immediately prior to the Effective Time the Rollover Shareholder will be, the sole beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of all Liens;

(f) the Rollover Shareholder has the sole right to sell and vote or direct the sale and voting of the Subject Securities;

(g) 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 Securities or any interest therein or right thereto, except the Purchaser pursuant to this Agreement, the Rollover Agreement and the Arrangement Agreement;

(h) no consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Rollover Shareholder in connection with the execution and delivery of this Agreement or the performance of its obligations under this Agreement, other than those that: (i) have been obtained; or (ii) are contemplated by the Arrangement Agreement;

(i) none of the Rollover Shareholder's Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement 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 this Agreement and as contemplated by the Rollover Agreement and the Arrangement Agreement;

(j) none of the execution and delivery by the Rollover Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Rollover 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 documents of the Rollover Shareholder; (ii) any contract to which the Rollover Shareholder is a party or by which the Rollover Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity to which the Rollover Shareholder is subject or bound; or (iv) any Law, in each case, other than would not be reasonably expected to adversely effect the Rollover Shareholder's ability to perform its obligations hereunder in any material respect; and

(k) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Rollover Shareholder, threatened against the Rollover Shareholder or its affiliates that would adversely affect the ability of the Rollover Shareholder to enter into this Agreement and to perform its obligations hereunder.

## 2.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Rollover Shareholder as of the date hereof and as of the Effective Date (and acknowledges that the Rollover Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) that:

(a) the Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(b) the Purchaser has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement by the Purchaser and the performance by it of its obligations hereunder have been duly authorized and no other corporate proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms subject to any limitation under bankruptcy, insolvency or Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

(d) no consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement by the Purchaser and the performance by it of its obligations under this Agreement, other than those that: (i) have been obtained; or (ii) are contemplated by the Arrangement Agreement;

(e) none of the execution and delivery by the Purchaser of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Purchaser with its obligations hereunder will: (i) contravene, conflict with, or result in any violation or breach of the organizational documents of the Purchaser; or (ii) assuming compliance with the matters referred to in Section 4.1(d) of the Arrangement Agreement, contravene, conflict with or result in a violation or breach of any Law in any material respect;

(f) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder; and

(g) as of the date hereof, the Purchaser has no reason to believe that the Financing Commitments will not be available to the Purchaser at the Effective Time or that the net proceeds contemplated by the Financing Commitments will, in the aggregate, be insufficient to enable the Purchaser to fund the aggregate consideration payable by the Purchaser pursuant to the Arrangement in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement and to make payments in respect of any fees and expenses required to be paid in connection with the Arrangement Agreement, the Plan of

Arrangement and the Financing Commitments, provided that this representation shall not speak to the funding obligations of the Rollover Shareholder under the Rollover Agreements.

**ARTICLE 3**
**COVENANTS**

**3.1 Covenants of the Rollover Shareholder**

(a) The Rollover Shareholder hereby covenants with the Purchaser that from the date of this Agreement until the termination of this Agreement in accordance with its terms pursuant to Section 4.1 (the "**Expiry Time**"), that it will not, without having first obtained the prior written consent of the Purchaser:

(i) sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Securities or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than (A) pursuant to the Arrangement or (B) any exercise of Blackline Options for Shares in accordance with their terms; provided, however, that the Rollover Shareholder shall be permitted to transfer Subject Securities to any affiliate and as a pre-condition to any such transfer, the transferee has agreed in form and on terms satisfactory to the Purchaser, acting reasonably, to become bound by this Agreement in the same manner as the Rollover Shareholder;

(ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deposit any Subject Securities 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 Securities; or

(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.

(b) The Rollover 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 of the Subject Securities:

(i) at any meeting of any of the securityholders of the Company at which the Subject Securities are entitled to vote, including the Blackline Shareholder 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 Rollover Shareholder hereby agrees to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of its Subject Securities (to the extent that they carry the right to vote) as soon as practicable following the mailing of the Blackline Circular and in any event at least ten calendar days prior to the Blackline Shareholder Meeting, voting all such Subject Securities (to the extent that they carry the right to vote) in favour of the Arrangement Resolution. The Rollover Shareholder hereby agrees that it will not take, nor permit any Person on its behalf to take, any action to withdraw, revoke, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Rollover Shareholder might have unless this Agreement has at such time been previously terminated in accordance with Section 4.1.

(c) The Rollover 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 of its Subject Securities (to the extent that they carry the right to vote): (i) against 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 that requires the approval of securityholders of the Company, and any proposed action by the Company, any Blackline Shareholder, any of the Blackline Subsidiaries or any other Person in connection therewith, in each case other than the Arrangement; (ii) against any proposed action by the Company, any Blackline Shareholder, any of Blackline's Subsidiaries or any other Person which would reasonably be regarded as being directed towards or likely to prevent or delay 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; and (iii) against 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.

(d) The Rollover Shareholder hereby covenants, undertakes and agrees, in the event that any transaction for the proposed acquisition of at least 20% of the Shares of the Company, where such transaction requires the approval of the securityholders of the Company, other than the Arrangement, is presented prior to the Expiry Time for approval of, or acceptance by, securityholders of the Company, whether or not it may be recommended by the Blackline Board, not to directly or indirectly accept or otherwise knowingly assist or further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Subject Securities.

(e) Until the Expiry Time, subject to Section 4.5, the Rollover Shareholder will not, and will ensure that its affiliates do not, and will direct its officers, directors, employees, shareholders, representatives and agents not to:

   (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;

(ii) assist, encourage or otherwise facilitate any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;

(iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;

(iv) knowingly solicit, assist, initiate, encourage or otherwise 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 (whether public or otherwise) that constitutes or could reasonably be expected to constitute, lead to or result in, an Acquisition Proposal;

(v) knowingly enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser and its affiliates) regarding any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to, an Acquisition Proposal;

(vi) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend any Acquisition Proposal;

(vii) accept or enter into, or publicly propose to accept or enter into, any agreement, letter of intent, understanding or arrangement in respect of an Acquisition Proposal or any inquiry, proposal or offer that could reasonably be expected to constitute or lead to, an Acquisition Proposal; or

(viii) knowingly 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.

(f) The Rollover Shareholder will not (i) exercise any Dissent Rights in respect of the Arrangement; (ii) contest in any way the approval of the Arrangement by any Governmental Entity; or (iii) take any other action of any kind, in each case, which would reasonably be regarded as likely to reduce the success of, or materially delay or interfere with the completion of, the transactions contemplated by the Arrangement Agreement.

(g) The Rollover Shareholder will, and will cause each of its affiliates and direct its representatives to, immediately cease and terminate, any solicitation, encouragement, discussion, negotiation or other activities with any Person (other than the Purchaser and its affiliates) with respect to any inquiry, proposal or offer that constitutes, or could reasonably be expected to constitute or lead to, an Acquisition Proposal.

(h) The Rollover Shareholder hereby consents to:

(i) details of this Agreement being set out in any press release, information circular, including the Blackline 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 Data Analysis and Retrieval+ (SEDAR+) operated on behalf of the Securities Authorities.

(i) Except as required by applicable Law or stock exchange requirements, the Rollover Shareholder will not, and will ensure that its affiliates do not and direct its representatives not to, make any public announcement with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of the Purchaser.

### 3.2 Covenants of the Purchaser

The Purchaser hereby agrees and confirms to the Rollover Shareholder that it shall use its commercially reasonable efforts to take all steps required of it under the Arrangement Agreement, including to consummate the Arrangement and to cause the consideration to be made available to pay for the Subject Securities, in each case in accordance with and subject to the terms and conditions of the Rollover Agreement, the Arrangement Agreement and the Plan of Arrangement, as applicable.

## ARTICLE 4
## GENERAL

### 4.1 Termination

This Agreement will terminate upon the earliest to occur of:

(a) the mutual agreement in writing of the Rollover Shareholder and the Purchaser;

(b) written notice by the Rollover Shareholder to the Purchaser if, without the prior written consent of the Rollover Shareholder:

(i) there is any amendment to the Arrangement Agreement which would reasonably be considered to be adverse to the Rollover Shareholder in any material respect, provided, for greater certainty, that the Rollover Shareholder shall not be entitled to terminate this Agreement under this subsection (b)(i) upon any termination of the Arrangement Agreement;

(ii) the Purchaser breaches or is in default of any of the covenants or obligations under this Agreement or the Rollover Agreement in any material respect (other than as a result of a funding default of the Rollover Shareholder under the Rollover Agreement) and such breach or default would reasonably be considered to have a material and adverse impact on the Rollover Shareholder’s rights, benefits and entitlements, as a whole, under the Arrangement or the transactions contemplated under the Rollover Agreement;

(c) the termination of the Arrangement Agreement pursuant to Sections 8.2(a)(iv)(A) *[Purchaser Breach]* or 8.2(a)(iv)(C) *[Purchaser Failure to Close]* of the Arrangement Agreement, provided that this Agreement shall not terminate under this subsection (c) if at the time of such termination, such failure was the result of a funding default of the Rollover Shareholder under the Rollover Agreement;

(d) the Effective Date; 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 Injunctive 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 the Parties shall be entitled to seek injunctive and other equitable relief to prevent breaches or threatened 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.

**4.5 Waiver; Amendment**

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.

**4.6 Entire Agreement**

This 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.

**4.7 Notices**

Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email and addressed:

(a) if to the Purchaser at:

c/o Francisco Partners L.P.
One Letterman Drive
Building C - Suite 410
San Francisco, CA 94129

Attention: Christine Wang; Mac Fountain; Legal Notices
Email: [*Redacted - Personal Information*]

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Kim Le; John Lee
Email: [*Redacted - Personal Information*]

(b) if to the Rollover Shareholder at:

LFG Global Services
250 West 55th St, Suite 3300
New York, NY 10019

Attention: Noah Lowy; Anton Lever; Operations at LFG
Email: [*Redacted - Personal Information*]

with a copy to:

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

Attention: Michael I. Gans
Email: [*Redacted - Personal Information*]

Any notice 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 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if sent by email, on the date of confirmation of transmission by the originating email if such confirmation is prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. 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. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing.

**4.8 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a 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.

**4.9 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 hereto, 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.

**4.10 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.

**4.11 Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic transmission (including email)) 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 (including email) of this Agreement, and such facsimile or similar executed electronic copy (including email) shall be legally effective to create a valid and binding agreement between the Parties.

**[Remainder of page intentionally left blank. Signature page follows.]**

**IN WITNESS WHEREOF** the Parties have executed this Agreement as at the date first above written.

**PRAESIDIO 11 LIMITED**

By:

*(signed) Noah Lowy*

Name: Noah Lowy

Title: Vice President - Investments

**APOLLO PURCHASER, INC.**

By:

*(signed) Mac Fountain*

Name: Mac Fountain

Title: Director

**SCHEDULE A**
**SUBJECT SECURITIES**

| | |
|---|---|
| **Name of Shareholder:** | Praesidio 11 Limited |
| **Number of Shares:** | 3,091,190 |
| **Number of Company Options:** | N/A |