Court File No. CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

SUPPLEMENTARY MOTION RECORD
(Approval and Vesting Order)
Returnable March 29, 2023

March 28, 2023

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Court File No.: CV-22-00691990-00CL

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

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(as at February 28, 2023)

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SUPPLEMENTARY MOTION RECORD

I N D E X

TAB 1

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ONTARIO
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SUPPLEMENT TO THE FOURTH AFFIDAVIT OF SCOTT DAVIDO

(Sworn March 28, 2023)

I, **Scott Davido**, of New York City, in the State of New York, United States of America,

MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I swear this Affidavit to supplement my affidavit sworn in these proceedings on March 10, 2023 (the "**Fourth Davido Affidavit**"). The purpose of this Affidavit is to update the Court on the events that have taken place and the Applicant's activities since the swearing of the Fourth Davido Affidavit and to support the Applicant's motion for the issuance of an Approval and Vesting Order and an extension of the Stay Period until June 30, 2023. A copy of the Fourth Davido Affidavit, without exhibits, is attached hereto as **Exhibit "A"**. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Fourth Davido Affidavit, including terms defined in the Fourth Davido Affidavit by way of cross reference.

2. In making this Affidavit, I have had discussions with members of the Applicant's senior management and the Applicant's professional advisors and have relied, in part, on information

and materials that the Applicant's personnel and advisors have gathered, prepared, verified, and provided to me.

3. Accordingly, I have knowledge of the matters deposed to in this Affidavit. Where this Affidavit is not based on my direct personal knowledge, it is based on information and belief, and I believe such information to be true.

4. Unless otherwise stated, all monetary amounts contained in this Affidavit are expressed in USD.

II. ADJOURNMENT OF THE SALE APPROVAL MOTION

5. On March 10, 2023, the Applicant served a Motion Record in these CCAA proceedings that was returnable before the Court on March 16, 2023 (the "**Sale Approval Motion**"), seeking the issuance of the Approval and Vesting Order.

6. The Transaction was originally contemplated to close on March 17, 2023. By the time of the hearing of the Sale Approval Motion it was evident that additional time was needed to close the Transaction, in part, due to certain necessary regulatory and operational approvals required by Pigments (as defined below) from third parties.

7. As the revolving credit facility provided for under the Final DIP ABL Credit Agreement (the "**DIP ABL Facility**") matured on March 17, 2023, the parties agreed that requesting a short adjournment of the Sale Approval Motion was prudent to allow the parties time to settle extended financing terms in connection the Final DIP ABL Credit Agreement and to revise the Sale Agreement to, among other things, provide for revised timelines and address other matters related to the delay in Closing. The requested adjournment to March 29, 2023, was granted by Justice Osborne. A copy of Justice Osborne's endorsement dated March 16, 2023 is attached hereto as **Exhibit "B"**.

8. Justice Osborne also issued an order (the "**Stay Extension Order**") extending the Stay Period to March 31, 2023.

9. The US Bankruptcy Court also initially scheduled a hearing for March 16, 2023, at 1:00 pm (Eastern time) for the purpose of granting analogous relief with respect to DCL US to be provided in the Approval and Vesting Order. I am advised that hearing was also adjourned to March 29, 2023.

10. Court filings with respect to the Chapter 11 Proceedings may be found at a website hosted by Kroll Restructuring Administration LLC at: cases.ra.kroll.com/DCL/.

III. THE APPLICANT'S ACTIVITIES SINCE THE STAY EXTENSION ORDER

11. Since the granting of the Stay Extension Order, the DCL Group has and continues to operate in accordance with the various orders issued by this Court and the US Bankruptcy Court. Set out below is an update regarding the Applicant's activities since the granting of the Stay Extension Order.

(i) Interim CEO Appointment

12. On March 17, 2023, I was appointed by the Applicant and other members of the DCL Group to serve as the Interim Chief Executive Officer ("**Interim CEO**"). This appointment followed the resignation and departure of the former Chief Executive Officer of the DCL Group. I am currently compensated for my services as CRO by DCL US, with an allocation for such compensation, in consultation with the Monitor, made to the Applicant under the intercompany shared services arrangement. My appointment as Interim CEO will not result in an increased allocation of cost to the Applicant.

(ii) The Forbearance Agreement

13. As noted above, the expiration of the DCL Group's authority to borrow under the Final DIP ABL Credit Agreement occurred on March 17, 2023.

14. As a result of the delay in Closing, the DCL Group and the DIP Agent entered into a forbearance agreement dated March 22, 2023, with an initial forbearance period expiring on March 24, 2023. On March 28, 2023, the parties entered into an amended and restated forbearance agreement (the "**Forbearance Agreement**") that extended the forbearance period to April 14, 2023, the new outside date for Closing provided for in the Second Amended and Restated Sale Agreement (the "**Forbearance Period**").

15. In connection with the Forbearance Agreement, the DCL Group has submitted a supplemental DIP Budget (the "**Supplemental DIP Budget**"). A copy of the executed Forbearance Agreement with the supplemental DIP Budget is attached hereto as **Exhibit "C"**.

16. The Forbearance Agreement also amends certain provisions of the Final DIP ABL Credit Agreement to reflect the delay in Closing. For example, the date on which the Approval and Vesting Order is to be obtained is now by no later than March 29, 2023, and the date on which Closing is to occur is now by no later than April 14, 2023.

17. I understand the Monitor will comment on the Supplemental DIP Budget in its fourth report, to be filed (the "**Fourth Report**").

(iii) Fourth Amendment to the Intercreditor Agreement

18. As noted in the Initial Affidavit, the Pre-Filing ABL Agent and the Term Loan Agent (as successor to the Original Term Loan Agent) are parties to the Intercreditor Agreement (as such terms are defined in the Initial Affidavit).

19. Pursuant to the Intercreditor Agreement, the parties set out the priority of their respective security interests and enforcement rights under the ABL Credit Agreement (as defined in the Initial Affidavit) (and subsequently the Final DIP ABL Credit Agreement) and the Term Credit Agreement (as defined in the Initial Affidavit). These priorities were maintained in the CCAA proceedings and the Chapter 11 Proceedings, through a combination of court orders and amendments to the Intercreditor Agreement.

20. In summary, Wells Fargo Bank, National Association, in its capacity as the Pre-Filing ABL Agent and the DIP Agent (in such dual capacity, the "**ABL Agent**") has priority to the DCL Group's working capital assets, referred to in the Intercreditor Agreement as "**ABL Priority Collateral**" and the Term Loan Agent has priority to all other real and personal property of DCL Group that does not include working capital assets, referred to as "**Term Loan Priority Collateral**".

21. As part of the agreement to delay Closing up until April 14, 2023, the Term Loan Agent and the ABL Agent, have entered into a fourth amendment to the Intercreditor Agreement dated March 28, 2023 (the "**ICA Fourth Amendment**") whereby the parties agreed that amounts outstanding under the DIP ABL Facility, in excess of the DCL Group's borrowing base after giving effect to all reserves (the "**Supplemental ABL DIP Debt**"), will be paid out of the Term Loan Priority Collateral, prior to any payments being applied to the Pre-Petition Term Loan Obligations (as defined in the Second Amended and Restated Sale Agreement).

22. In determining the quantum of the Supplemental ABL DIP Debt, the parties have agreed that a special reserve of $2 million (the "**Special Reserve**") will be applied, although the Special Reserve will not be applied in calculating the actual borrowing base of the DCL Group for lending purposes. This provides some additional protection to the ABL Agent against a potential

diminution of the value of the borrowing base due to the delay in Closing, without negatively impacting the DCL Group's borrowing capacity.

23. By way of simplified example, if the DCL Group's borrowing base equals $10 million (before giving effect to the Special Reserve) and the borrowings of the DCL Group are $10 million, and the ABL Agent asserts the Special Reserve, there would then be Supplemental ABL DIP Debt of $2 million. In that event, the DCL Group would still be in compliance with its borrowing base for borrowing purposes, but the Term Loan Agent has agreed that the Supplemental ABL DIP Debt in the amount of $2 million can be paid out of the Term Loan Priority Collateral to the ABL Agent, prior to any amounts being applied against the Pre-Petition Term Loan Obligations.

(iv) Cash Management Update

24. As described in the Fourth Davido Affidavit, certain modifications were made to the Amended Cash Management System. Pursuant to the Amended and Restated Cash Management Agreement, the further amended cash management system has been implemented and certain bank account arrangements have been transitioned to Wells Fargo Bank, National Association, and certain bank accounts at HSBC have been closed, to facilitate such amended cash management system and the anticipated Closing of the Transaction.

(v) Employees

25. As described in the Fourth Davido Affidavit, the Teamsters filed a grievance in connection with the temporary layoff of workers at the Ajax Plant, alleging that certain of the unionized employees who were temporarily laid off were not provided with sufficient notice. The Teamsters have been advised that filing such grievance is a violation of the stay of proceedings set out in the Amended and Restated Initial Order. However, the Applicant, on a

without prejudice basis to its position, has engaged in discussions with the Teamsters in an effort to resolve matters consensually. The Teamsters have been advised that any such consensual resolution would be subject to Monitor consent. At the time of swearing this Affidavit, an agreement in principle with the Teamsters has been reached pending memorialization of minutes of settlement and Monitor consent.

26. As no party was identified in the Stalking Horse Sale Process that was willing to restart operations at the Ajax Plant, on March 16, 2023, the Applicant provided notices of permanent layoff to the unionized workers at the Ajax Plant and, except for those that were redeployed to one of the Applicant's other facilities, termination notices to non-unionized employees. As a result, a total of 52 employees were permanently laid off or terminated arising from the need to permanently cease operations at the Ajax Plant. Employees were advised that any claims they had arising form the permanent layoff or termination would be dealt with in the CCAA proceedings.

27. The permanent lay off and terminations were effective as at the date of such notices. In connection with such permanent layoff and terminations, health and dental benefits were also terminated on the date of such notice.

28. In connection with the permanent layoff notices the Teamsters filed two additional grievances on March 22, 2023. One grievance alleges the Applicant failed to pay termination and severance payments pursuant to the collective bargaining agreement between the Teamsters and the Applicant effective from March 19, 2021 to March 18, 2024 (the "**CBA**") and the other grievance alleges that the Applicant denied union workers health and dental benefits in accordance with the provisions of the CBA. The Teamsters have been advised that these

grievances were filed in violation of the stay of proceedings. A copy of the two additional grievances is attached hereto as **Exhibit "D"**.

(vi) Pensions and other Registered Savings Plans

29. Under the prior Sale Agreement (and the Second Amended and Restated Sale Agreement), the Canadian Operating Purchaser, as assignee, is not required to assume any of the Applicant's benefit plans although there is a requirement for the Canadian Operating Purchaser to offer Transferred Employees comparable benefits, in the aggregate, subject to certain exclusions, if any of the benefit plans are not assumed by the Canadian Operating Purchaser.

30. Under the prior Sale Agreement (and the Second Amended and Restated Sale Agreement), the Canadian Operating Purchaser, as assignee, is not required to make a decision with respect to the assumption of any of the benefit plans, until prior to Closing. As at the date hereof, the Canadian Operating Purchaser has not yet confirmed to the Applicant which of the Applicant's benefit plans it intends to assume, except that the Canadian Operating Purchaser has informed the Applicant that it intends to assume (i) the modified Medical and Health Benefits Plan (as defined below) provided by Manufacturers Life Insurance Company, (ii) the Accidental Death and Dismemberment Insurance provided by AIG Insurance Company of Canada, and (iii) the Business Travel Accident Insurance provided by AIG Insurance Company of Canada.

31. The Applicant is still awaiting a decision by the Canadian Operating Purchaser as to whether they will assume, in whole or in part, the Registered Pension Plans. As previously advised in the Third Davido Affidavit, with respect to the Applicant's DB Plans:

(a) Based on updated actuarial calculations, as of December 31, 2022, the market value of invested assets of the Salaried DB Plan totaled approximately CAD$40.39 million and the Salaried DB Plan was in a surplus position in the

amount of approximately CAD$3.49 million, calculated on a solvency/wind-up basis.

(b) Based on updated actuarial calculations as of December 31, 2022, the market value of invested assets of the Hourly DB Plan totaled approximately CAD$16.16 million and the Hourly DB Plan was in a surplus position in the amount of approximately CAD$1.56 million, calculated on a solvency/wind-up basis.

32. I am advised by subject area specialists that as the Salaried DB Plan is fully funded and in a surplus position as at 3 months ago, even if the Salaried DB Plan is not assumed and is then wound up in accordance with the *Pension Benefits Act* (Ontario), it is generally expected that, subject to any unanticipated events, the Applicant's salaried retirees would continue to get the same pension benefits as they are now, albeit from an insurance company rather than the Salaried DB Plan itself.

33. The Applicant will continue to work diligently with the Canadian Operating Purchaser to facilitate its decision-making process on the pension and non-pension benefit plans and the Applicant will provide appropriate notification, when further information is available, to parties in interest.

IV. THE SALE AGREEMENT

34. As stated above, the parties agreed to delay Closing to no later than April 14, 2023. As a result, the parties amended and restated the Sale Agreement in the form of a second amended and restated sale agreement dated as of March 28, 2023 (the "**Second Amended and Restated Sale**

Agreement"). A copy of the executed Second Amended and Restated Sale Agreement, with a blackline to the Sale Agreement is attached hereto as **Exhibits "E"** and **"F"**, respectively.[1]

35. The key changes in the Second Amended and Restated Sale Agreement from the prior Sale Agreement are as follows:

(a) Assignment by Purchaser. Pigments Holdings, Inc., the purchaser under the Sale Agreement, has assigned all of it rights under the Sale Agreement to Pigments Services, Inc. (including any permitted assigns, "**Pigments**"). Pursuant to the Sale Agreement, Pigments Holdings, Inc. remains liable for the obligations of the assignees under the Sale Agreement, as amended and restated by the Second Amended and Restated Sale Agreement.

(b) Deferred Fees. To assist the DCL Group with its liquidity needs during the Forbearance Period, the various restructuring professionals being paid by the DCL Group have agreed to the deferral of payment of their fees from March 18, 2023, until April 14, 2023 (the "**Deferred Fees**"). Pigments has agreed to pay such Deferred Fees owing to such professionals on Closing up to the amount provided for in the Supplemental DIP Budget (except the Monitor and its counsel, who are not subject to the budgetary qualification), with payment of such Deferred Fees to form part of the Purchase Price at Closing.

If the Transaction fails to close for any reason, Pigments has agreed to cause its affiliates to turn over the proceeds of realization of the Term Loan Priority

[1] A copy of the Second Amended and Restated Sale Agreement attached hereto contains a slightly redacted version of the disclosure schedules to redact certain personal employee and commercially sensitive information and an unredacted version of the disclosure schedules are the subject of a sealing order provided for in the Bidding Procedures Order.

Collateral prior to any application against any Pre-Petition Term Loan Obligations, for payment of such Deferred Fees.

The obligations of Pigments in respect of the Deferred Fees of the Applicant's counsel and the Monitor and its counsel are to be secured by an increase in the amount of the Administration Charge (as defined in the Amended and Restated Initial Order) solely against the Term Loan Priority Collateral in Canada. It is requested that the Administration Charge be increased up to the amount of the Deferred Fees for the Applicant's counsel at the time of termination of the Second Amended and Restated Sale Agreement (as set out in the Supplemental DIP Budget up to the applicable time) and for the Monitor and its counsel. In the event that Closing does not occur, the obligation to pay the Deferred Fees from the increased amount of the Administration Charge to the Applicant's counsel is junior to its obligation to pay the Supplemental DIP ABL Debt in accordance with the ICA Fourth Amendment.[2] The Monitor and its counsel are not subject to this subordination caveat.

Further, the Monitor and its counsel have been paid an additional retainer in amount anticipated to be sufficient to cover their forecasted Deferral Fees during Forbearance Period. That is, payment of the Monitor's and its counsel's fees are not contingent on the Transaction being approved or Closing occurring.

[2] To the extent that the Applicant's counsel, Monitor and its counsel have any unpaid fees accrued, whether prior to or during the deferral period, that remain unpaid, payment thereof are to remain available from the Canadian Designated Amount Portion and the CCAA Cash Pool (each as defined in the Second Amended and Restated Sale Agreement), if Closing has occurred, or from the original $1.1 million Administration Charge, if Closing has not occurred.

A number of amendments to the Sale Agreement were required to implement this Deferred Fee structure.

(c) Closing Steps. The Second Amended and Restated Sale Agreement now appends a closing steps memorandum as new Exhibit "D", and the parties have agreed to consummate the Closing substantially in accordance with such closing steps. The closing steps are designed to maximize tax efficiencies for Pigments and do not adversely impact the consideration to be received by the Sellers.

(d) Retiree Benefits. Certain amendments were made to the Second Amended and Restated Sale Agreement to facilitate the assumption by the Canadian Operational Purchaser of a modified version of the Applicant's Extended Health Care, Dental Care, Basic Group Life Insurance, Optional Life Insurance, Short-Term and Long-Term Disability Insurance policy provided by the Manufacturers Life Insurance Company (the "**Medical and Health Benefits Plan**"), which plan currently includes life insurance benefits of CAD$10,000 to the Applicant's salaried (i.e., non-union) retirees. No medical or other welfare benefits are currently provided to salaried retirees.

The Medical and Health Benefits Plan is proposed to be modified to exclude the life insurance coverage to (i) retired salaried employees; and (ii) Transferred Employees, when they retire. In accordance with its contractual rights, the Canadian Operating Purchaser had previously intended to create a new plan that would have excluded these retiree benefits and liabilities, thus there is no adverse affect to parties in interest by pursuing an assumption of the Medical and Health Benefits Plan instead. In fact, the assumption of the Medical and Health Benefits

Plan would result in several efficiencies to the Applicant and Transferred Employees, including quicker implementation and a seamless transition of the benefits for Transferred Employees than would occur under a new plan.

(e) Excess Availability. One of the conditions to Closing in the prior Sale Agreement was a requirement that, in the week immediately prior to Closing, there would be a minimum availability under the Final DIP ABL Credit Agreement of $469,000. This amount was based off the original DIP Budget. With the extension of Closing for 4 weeks, and the tightening liquidity faced by the DCL Group, that condition was relaxed so that the minimum availability requirement could not be less than $0.

This amendment means that the DCL Group cannot allow the DIP ABL Facility to go into an over advance position (i.e., the amount of borrowings cannot exceed the amount of the borrowing base). The Supplemental DIP Budget does not indicate borrowing needs in excess of the borrowing base. The DCL Group and its advisors, in consultation with the Monitor and the DIP Agent and their advisors, will closely monitor and manage the DCL Group's borrowing position during the Forbearance Period.

(f) Clean-up Changes. The Second Amended and Restated Sale Agreement reflects certain non-material clean-up changes.

V. Stay Extension

36. The Applicant intends to return to Court to request an order that would allow the Monitor to acquire additional powers allowing it to wind-down the Applicant's estate and take steps in connection with administering the CCAA Cash Pool. I understand the Monitor will require that

the stay of proceedings remain in place so that these steps can be conducted in an orderly manner.

37. Accordingly, the Applicant is requesting an extension of the Stay Period until June 30, 2023 (the "**Extended Stay Period**"). I understand that in the Fourth Report, the Monitor will provide its views and comments on the requested Stay Period extension as well as updated cash flow projections for the Extended Stay Period.

VI. CONCLUSION

38. Since the granting of the Stay Extension Order, the Applicant has acted in good faith and with due diligence to, among other things, stabilize the business, apprise its stakeholders of these CCAA proceedings and advance its restructuring efforts, in coordination with the broader DCL Group.

39. I believe that the relief sought and described herein is in the best interests of the DCL Group and its stakeholders. Further, the Monitor, the DIP Agent and the Term Loan Lenders have been consulted throughout this process and are supportive of the relief sought. I do not believe that any creditor will be materially prejudiced by granting the Approval and Vesting Order.

40. I swear this affidavit in support of the Applicant's motion for the relief as described above and in furtherance of the CCAA proceedings generally and for no other purpose.

SWORN remotely by Scott Davido, of the City of New York, in the State of New York, before me at the City of Brampton, in the Regional Municipality of Peel, this 28th day of March 2023, in accordance with O. Reg. 431/20, Administering Oaths or Declaration Remotely.

A commissioner for taking affidavits, etc.

Scott Davido

Nancy Ann Thompson, a Commissioner, etc., Province of Ontario, for Blake, Cassels & Graydon LLP, Barristers and Solicitors. Expires July 13, 2024.

This is **Exhibit "A"** referred to in the

Supplement to the Fourth Affidavit of Scott Davido

sworn before me by video conference
this 28th day of March, 2023

A Commissioner, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2024.

Court File No. CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

AFFIDAVIT OF SCOTT DAVIDO

(Sworn March 10, 2023)

I, **Scott Davido**, of New York City, in the State of New York, United States of America, **MAKE OATH AND SAY AS FOLLOWS**:

I. INTRODUCTION

1. I am a Senior Managing Director at Ankura Consulting Group, LLC ("**Ankura**"). I have over 30 years of experience in senior executive management and financial/restructuring advisory roles and specialize in turnaround and restructuring initiatives, streamlining operations, implementing efficient financial controls, negotiating with creditors and equity investors, and advising management and boards of directors in financial distress and turnaround situations. I have also managed numerous in-court and out-of-court restructuring efforts, including those with multi-jurisdictional elements.

2. Ankura was engaged by the Applicant and certain affiliates to provide restructuring advisory services beginning in August 2022. I have been serving as a financial advisor to the Applicant and other members of DCL Group (as defined below) since that time. On November

16, 2022, I was appointed by the Applicant and other members of DCL Group to serve as the Chief Restructuring Officer ("**CRO**") for the DCL Group. As CRO, I am familiar with the Applicant's business, day-to-day operations, and financial affairs. I perform my duties out of (i) the Applicant's corporate headquarters at 1 Concorde Gate, Suite 608, Toronto, Ontario, and (ii) Ankura's office located in New York, New York in the United States. On December 20, 2022, I was formally appointed by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") as CRO of the Applicant.

3. This Affidavit provides background information with respect to:

(a) the status of (i) the proceedings commenced by the Applicant pursuant to the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**") and (ii) the Chapter 11 Proceedings commenced by DCL US (as such terms are defined below);

(b) a motion seeking the issuance of an Order (the "**Approval and Vesting Order**"):

(i) approving the transactions (collectively, the "**Transaction**") contemplated by an amended and restated asset purchase agreement (the "**Sale Agreement**") dated as of February 13, 2023, between DCL Corporation, as "**Canadian Seller**", and its U.S. based related parties, H.I.G. Colors Holdings Inc., H.I.G. Colors, Inc., DCL Holdings (USA), Inc., DCL Corporation (USA) LLC, DCL Corporation (BP) LLC, and Dominion Colour Corporation (USA), as "**US Sellers**", and Pigments Holdings, Inc., including any permitted assignees ("**Pigments**");

(ii) vesting in and to Pigments' assignee, Pigments Services Canada, Inc. (the "**Canadian Operating Purchaser**"), the Applicant's right, title and interest in and to the Canadian Operating Assets (as defined below);

(iii) vesting in Pigments' assignee, Pigments Canada Real Estate Associates Inc. (the "**Ajax Purchaser**"), the Applicant's right, title and interest in and to the Ajax Plant (as defined below);

(iv) vesting in Pigments' assignee, Pigments Services, Inc. (the "**European Shares Purchaser**" and together with the Canadian Operating Purchaser and the Ajax Purchaser, the "**Canadian Purchasers**"), the Applicant's right, title and interest in and to the European Shares (as defined below); and

(c) an order seeking the extension of the Stay Period (as defined below) to June 30, 2023 (the "**Stay Extension Order**").

4. In making this Affidavit, I have had discussions with members of the Applicant's senior management and the Applicant's professional advisors and have relied, in part, on information and materials that the Applicant's personnel and advisors have gathered, prepared, verified, and provided to me.

5. Accordingly, I have knowledge of the matters deposed to in this Affidavit. Where this affidavit is not based on my direct personal knowledge, it is based on information and belief, and I believe such information to be true.

6. Unless otherwise stated, all monetary amounts contained in this Affidavit are expressed in USD.

7. Capitalized terms not otherwise defined herein have the meaning ascribed to them in my affidavit sworn February 15, 2023 (the "**Third Davido Affidavit**"), a copy of which is attached hereto without exhibits, as **Exhibit "A".**

II. BACKGROUND AND STATUS OF THE CCAA AND CHAPTER 11 PROCEEDINGS

(i) Background

8. The Applicant is in the business of the supply of colour pigments and dispersions for the coatings, plastics and ink industries.

9. Until recently, the Applicant's operations were run out of three facilities located at (i) 199 New Toronto Street, Etobicoke, Ontario (the "**New Toronto Plant**"), (ii) 2597 Wharton Glen Avenue, Mississauga, Ontario (the "**Mississauga Plant**"), and (iii) 445 Finley Avenue, Ajax, Ontario (the "**Ajax Plant**"). As noted in the Third Davido Affidavit, operations at the Ajax Plant were discontinued in February, 2023 and approximately 20 unionized employees were placed on temporary lay-off. The commercial reasons behind the decision to close the Ajax Plant are set out in detail in the Third Davido Affidavit.

10. The Applicant also operates a distribution centre located at 435 Finley Avenue, Ajax, Ontario, which is adjacent to the Ajax Plant (the "**Ajax Distribution Centre**"). With respect to offices, the DCL Head Office, which as noted above, is located at 1 Concorde Gate, Suite 608, Toronto, Ontario, constitutes the global headquarters for the DCL Group. In addition, adjacent to the Mississauga Plant, the Applicant has offices and some manufacturing premises located at 2615 Wharton Glen Avenue, Mississauga, Ontario (the "**Mississauga Office**").

11. The Applicant owns the real property where the New Toronto Plant, Ajax Plant and Ajax Distribution Centre are located and leases the property where the Mississauga Plant, DCL Head Office and Mississauga Office are located.

12. Over the last two years, the Applicant's manufacturing business has experienced declining revenues and increased operating expenses due to a combination of (i) supply chain and workforce staffing challenges; (ii) increasing input costs, including a steep increase in energy prices resulting from, among several factors, the ongoing Russia-Ukraine conflict; (iii) lack of accessible liquidity; and (iv) volatile fluctuations in currency exchange rates. These challenges (together with company-specific business challenges) have resulted in deteriorating financial performance.

(ii) CCAA Proceedings

13. The Applicant sought and obtained protection under the CCAA on December 20, 2022 (the "**Filing Date**") pursuant to an initial order granted by this Court (the "**Initial Order**").

14. Alvarez & Marsal Canada Inc. was appointed as the court-appointed monitor (the "**Monitor**").

15. On December 29, 2022, the Applicant sought and obtained an amended and restated Initial Order (the "**Amended and Restated Initial Order**") from the Court.

16. The Amended and Restated Initial Order, among other things: (a) extended the initial stay of proceedings until March 17, 2023 (the "**Stay Period**"); (b) approved the Final DIP ABL Credit Agreement; (c) approved the Intercompany Agreements; (d) granted the Intercompany Charge; (e) granted the Related Party DIP Charge; (f) authorized the payment to Critical Suppliers of certain amounts owing to them prior to the Filing Date, subject to the DIP Budget and Monitor approval; (g) approved the retention of TM Capital Corp. ("**TM Capital**") as investment banker; (h) increased the Administration Charge from $175,000 to $1,100,000; (i) increased the Director's Charge from CAD $1,000,000 to CAD $1,700,000; and (j) granted

standard restructuring powers to the Applicant. Capitalized terms set out above have the meaning ascribed to them in my affidavit sworn December 23, 2022 (the "**Second Davido Affidavit**").

17. On February 22, 2023, the Applicant sought and obtained an Order (the "**Bidding Procedures Order**"), among other things, (i) approving the Stalking Horse APA, as a stalking horse bid; (ii) deeming the Stalking Horse APA as a Qualified Bid for the purposes of the Final Bidding Procedures; and (iii) approving the Final Bidding Procedures to allow the Applicant, together with the other members of DCL Group, to solicit and identify bids in addition to the Stalking Horse APA for the purpose of selling substantially all of the Assets.

18. The Bid Deadline was 5:00 pm on March 10, 2023 (Eastern time). At the time of swearing this Affidavit, the Bid Deadline has passed, and no Qualified Bid was received. Therefore, pursuant to the Final Bidding Procedures, the Stalking Horse APA, which is referred to herein as the Sale Agreement, is deemed to be the Successful Bid (as defined in the Final Bidding Procedures) for the purposes of the Final Bidding Procedures. Accordingly, the Applicant is bringing a motion seeking approval of the Transaction and vesting the Canadian Purchased Assets in and to the proposed assignees of Pigments.[1]

(iii) Chapter 11 Proceedings

19. The Applicant's US based affiliates ("**DCL US**", and together with the Applicant, the "**DCL Group**") commenced parallel proceedings in the United States pursuant to chapter 11 of the United States Bankruptcy Code (the "**Chapter 11 Proceedings**"), by way of voluntary petitions filed in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**") on December 20, 2022.

[1] Pursuant to the terms of the Sale Agreement, Pigments is entitled to assign its rights under the Sale Agreement, provided that it remains ultimately responsible for the obligations of its assignees under the Sale Agreement. Although a final assignment document has not been entered into at the time of swearing this affidavit, Pigments has advised that it will assign certain rights under the Sale Agreement to related parties prior to Closing.

20. At the First Day Hearing held on December 22, 2022, the US Bankruptcy Court made various first day orders to facilitate the Chapter 11 Proceedings. At the Second Day Hearing held on February 21, 2023, Judge Stickles of the US Bankruptcy Court granted companion relief to that provided in the Bidding Procedures Order, including, among other things, an order approving the Stalking Horse APA, as a stalking horse bid, and approving the Final Bidding Procedures (the "**US Bidding Procedures Order**"). A copy of the entered US Bidding Procedures Order is attached hereto as **Exhibit "B"**. There were certain non-material differences between the Final Bidding Procedures approved by the US Bankruptcy Court and that approved by this Court. For completeness, a blackline of changed pages only is attached hereto as **Exhibit "C".**

21. In addition, Judge Stickles also entered a final order in respect of the Final DIP ABL Credit Agreement at the Second Day Hearing (the "**Final US DIP Order**"). The Final DIP ABL Credit Agreement was executed on December 22, 2022 and approved by this Court pursuant to the Amended and Restated Initial Order. Certain "Events of Default" occurred under the Final DIP Credit Agreement, primarily as a result of certain collection challenges faced by the DCL Group. The DIP Agent waived these Events of Default pursuant to an amendment to the Final DIP ABL Credit Agreement (the "**DIP Amendment**") which was entered into coincident with the issuance of the Final US DIP Order. The DIP Amendment also updated certain of the schedules to the Final DIP ABL Credit Agreement. The DCL Group's budget provided for in the Final DIP ABL Credit Agreement was also amended at this time (as amended, the "**DIP Budget**"). A copy of the DIP Amendment is attached hereto as **Exhibit** "**D**".

22. I understand that paragraph 35 of the Amended and Restated Initial Order allows the Applicant to enter into the DIP Amendment with the consent of the Monitor. I understand the Monitor has consented to the DIP Amendment and will confirm its consent to the DIP

Amendment in its third report, to be filed (the third report of the Monitor, together with any supplements thereto, the "**Third Report**").

23. The US Bankruptcy Court scheduled a hearing for March 16, 2023 at 1:00 pm (Eastern time) at which DCL US will request the granting of an order approving the Transaction pursuant to the Sale Agreement. Certain objections have been filed by contractual counterparties with DCL US that have raised concerns regarding the treatment of their contractual rights in the Transaction. DCL US is working to resolve those objections consensually.

24. Court filings with respect to the Chapter 11 Proceedings may be found at a website hosted by Kroll Restructuring Administration LLC at: cases.ra.kroll.com/DCL/.

III. THE APPLICANT'S ACTIVITIES

25. Since the granting of the Bidding Procedures Order, the DCL Group has and continues to operate in accordance with the various orders issued by this Court and the US Bankruptcy Court. Set out below is an update regarding the Applicant's activities since the granting of the Bidding Procedures Order.

(i) Cash Management Update

26. As described in the Third Davido Affidavit, certain amendments were made to the Applicant's Court-approved "Cash Management System", primarily to facilitate cash sweeps from the Applicant's bank accounts held at HSBC Bank Canada, resulting in the "Amended Cash Management System". After the initial implementation of the Amended Cash Management System, the parties concluded that modifications to the Amended Cash Management System were required to better align the Amended Cash Management System with the Applicant's accounting system and the Final DIP ABL Credit Agreement to ensure, among other things, that

receipts received in collection accounts were properly allocated and applied against the appropriate US or Canadian DIP loans. An amended and restated cash management agreement was executed by the parties on March 7, 2023 to give effect to such alignment (the "**Amended and Restated Cash Management Agreement**").

27. Paragraph 6 of the Amended and Restated Initial Order authorizes the Applicant, with the consent of the DIP Agent and the Monitor, to replace the Cash Management System with another "substantially similar central cash management system." The Applicant is of the view that the Amended Cash Management System, as further amended by the Amended and Restated Cash Management Agreement, is substantially similar to the initial Court-approved Cash Management System. The requisite consent has been obtained by the Monitor and the DIP Agent. I understand the Monitor will confirm such consent in the Third Report.

(ii) Critical Suppliers

28. The Amended and Restated Initial Order authorizes the Applicant to make certain payments to Critical Suppliers to maintain the uninterrupted operations of the DCL Group's business on trade terms that are satisfactory to the Applicant**.** I understand the Monitor will provide information regarding amounts paid to Critical Suppliers in the Third Report.

(iii) Employees

29. On or around February 8, 2023, Teamsters Chemical, Energy and Allied Workers (Local Union NO. 1979) (the "**Teamsters**"), which is the collective bargaining agent for approximately 75 to 77 unionized workers of the DCL Group, filed a grievance in connection with the temporary lay-off of unionized workers at the Ajax Plant, alleging that certain of the unionized employees who were laid off were not provided with sufficient notice. A copy of such grievance is attached hereto as **Exhibit "E"**.

30. The Teamsters have been advised that filing such grievance is a violation of the stay of proceedings set out in the Amended and Restated Initial Order. However, the Applicant on a without prejudice basis to its position, has engaged in discussions with the Teamsters in an effort to resolve matters consensually. Those discussions are ongoing at this time. The Teamsters have been advised that any consensual resolution of the grievance is subject to the consent of the Monitor.

31. As there was no other Qualified Bidder identified from the Final Bidding Procedures, the employees at the Ajax Plant that are not redeployed to the Applicant's other operating facilities, will be terminated or placed on permanent lay off immediately prior to Closing.

32. The Applicant continues to be in communication with the Teamsters and other affected employees and is providing such assistance as it is able, to assist employees impacted by the closure of the Ajax Plant.

(iv) Pensions and other Registered Savings Plans

33. As described in the Initial Affidavit, the Applicant is the sponsor and administrator of, two registered defined pension plans: the Salaried DB Plan and the Hourly DB Plan (as such terms are defined in the Initial Affidavit) (collectively, the "**DB Plans**") and two registered defined contribution plans: the Salaried DC Plan and the Hourly DC Plan (as such terms are defined in the Initial Affidavit) (collectively, the "**DC Plans**" and together with the DB Plans, the "**Registered Pension Plans**"). The Applicant also provides a number of employee benefits to its employees through non-registered employee benefit plans.

34. Pursuant to the terms of the Sale Agreement, the Canadian Purchasers, as assignees:

(a) are required to provide non-unionized Transferred Employees (as defined in the Sale Agreement) with welfare benefits (i.e. group health and dental benefits) in

the aggregate comparable to the welfare benefits being provided to Transferred Employees immediately prior to Closing, including the Salaried DC Plan;

(b) are not required to assume the Salaried DB Plan, although they may elect to do so or provide a comparable DB pension plan to non-unionized Transferred Employees; and

(c) are required to comply with the collective bargaining agreement as relates to the Hourly DB Plan, Hourly DC Plan and non-registered employee benefit plans.

(v) Collections of Account Receivables and Cash Flow

35. In the Third Davido Affidavit, certain challenges were identified with respect to the collection of account receivables. Through sustained efforts of the Applicant and its professional advisors, the DCL Group has achieved greater success in collecting its receivables since the time of the swearing of the Third Davido Affidavit. These efforts, together with continued efforts to minimize disbursements, have assisted in addressing the Applicant's liquidity needs.

36. I understand the Monitor will provide an update regarding the Applicant's financial performance and its compliance with the DIP Budget, in the Third Report.

(vi) Intercompany Agreements

37. As described in the Third Davido Affidavit, the Applicant and DCL USA LLC formalized two intercompany agreements: (i) an intercompany agreement between the Applicant and DCL USA LLC; and (ii) an intercompany agreement between the Applicant, DCL USA LLC and the European Subsidiaries (as defined in the Initial Affidavit) (the "**Intercompany Agreements**").

38. The Intercompany Agreements, among other things, govern matters relating to the intercompany sale of inventory, the provision of shared services and intercompany lending. I

understand the Monitor will provide an update regarding the transactions conducted pursuant to the Intercompany Agreements in the Third Report.

IV. THE STALKING HORSE SALES PROCESS

39. The Original Stalking Horse APA was entered into on December 22, 2022. The Original Stalking Horse APA was then amended and restated as the Sale Agreement on February 13, 2023. As described in the Initial Affidavit, in September 2022, the DCL Group conducted a marketing process in consultation with its investment banker, TM Capital for the sale of the Assets prior to entering into the Original Stalking Horse APA. TM Capital:

(a) developed a list of strategic parties that would potentially be interested in purchasing the DCL Group;

(b) prepared a confidential information memorandum ("**CIM**") and virtual data room ("**VDR**") containing information about the DCL Group, its business, and the sale opportunity generally; and

(c) invited potential bidders to conduct due diligence with respect to the opportunity, which included: (i) allowing the bidders to review the CIM and VDR, and (ii) extending invitations to qualified parties to meet with the management of the DCL Group,

(collectively, the "**Pre-Filing Marketing Process**").

40. All potential bidders were asked to submit indications of interest via letters of intent ("**LOI**") by no later than November 30, 2022 (the "**LOI Submission Deadline**"). Various parties submitted LOI's prior to the LOI Submission Deadline and one party submitted an LOI shortly thereafter. I understand the Monitor has reviewed the LOIs.

41. In addition, the DCL Group also obtained a credit bid from the Term Lenders (as defined in the Initial Affidavit) which, through extensive negotiations, culminated in the execution of the Original Stalking Horse APA, on December 22, 2022.

42. The DCL Group and the Term Lenders negotiated amendments to the Original Stalking Horse APA in the form of the Sale Agreement.

43. Following the commencement of these proceedings and the Chapter 11 Proceedings, TM Capital had continued to actively market the Assets, including outreach to over 150 potential bidders. A number of parties had expressed an interest in the DCL Group and TM Capital, and the DCL Group management team provided increased diligence access, management meetings and facility tours as the parties move toward the Bid Deadline.

44. Although TM Capital's marketing efforts continued since the Filing Date, the objective of the Final Bidding Procedures was to maximize value to the DCL Group's stakeholders by formalizing a process which:

(a) created a floor offer against which all future bids will be assessed (via the Sale Agreement, as a stalking horse bid);

(b) enabled the Applicant to conduct an additional marketing process over and above the Pre-Filing Marketing Process which culminated in the Stalking Horse APA;

(c) provided prospective purchasers additional time to conduct due diligence; and

(d) confirmed and finalized a sale and marketing process for the Assets, thus encouraging prospective purchasers to submit their highest and best offer for the Assets.

45. No Qualified Bids, other than the Sale Agreement, were received by the Bid Deadline and Pigments therefore became the Successful Bidder and the Sale Agreement became the Successful Bid under the Final Bidding Procedures.

V. THE SALE AGREEMENT

46. A copy of the Sale Agreement is attached hereto as **Exhibit "F"**.[2] In this section, capitalized terms that are not defined will have the meanings ascribed to them in the Sale Agreement, unless indicated otherwise.

(i) Key Terms of Sale Agreement

47. The key terms of the Sale Agreement were summarized in the Third Davido Affidavit and are repeated here for ease of reference (references to Pigments set out below include references to Pigments' assignees):

Term	Description
Purchase Price	The purchase price for all the assets to be acquired by Pigments (the "**Purchased Assets**") is composed of: (i) a credit bid of $45,000,000, on a dollar-for-dollar basis; (ii) a cash amount sufficient to repay the DIP Facility, including any outstanding amounts under the pre-filing/petition ABL Obligations (as defined in the Final DIP ABL Credit Agreement) and certain other pre-filing/petition payments; (iii) an amount to be funded by Pigments in respect of the Additional Cash Consideration; and (iv) the assumption of certain assumed liabilities as more fully described below. The Term Loan Lenders, through Pigments, will be entitled to increase the credit bid component of their purchase price up to the full amount of the term loan obligations, up to three Business Days prior to the Bid Deadline, the principal of which is approximately $90,500,000 (as is more fully described in the Initial Affidavit).

[2] A copy of the Sale Agreement attached hereto contains a slightly redacted version of the disclosure schedules, to redact certain personal employee and commercially sensitive information. The unredacted version of the disclosure schedules are the subject of a sealing order provided for in the Bidding Procedures Order.

Allocation of Purchase Price	No allocation of the Purchase Price as among US Purchased Assets or Canadian Purchased Assets is contained in the Sale Agreement.
Purchased Assets	The Purchased Assets are all or substantially all of the assets of the DCL Group, except for certain Excluded Assets. Such Purchased Assets include the European Shares. The obligations owing by such subsidiaries would be assumed by operation of law.
Assumed Liabilities	Pigments will assume various liabilities of the DCL Group, including but not limited to: i. liabilities relating to or arising under purchased contracts (including cure costs), permits, and intellectual property; ii. liabilities owing to vendors who provided goods and/or services to the DCL Group in the ordinary course of business after the Filing Date; iii. all taxes other than Income Taxes; iv. liabilities for wages and salaries, vacation pay, and other consideration owing to employees along with the associated payroll taxes since the last payroll period before Closing; v. claims of customers occurring in the ordinary course of business arising after the Filing Date; vi. all liabilities in respect of Transferred Employees accruing from and after the Closing Date; vii. all liabilities under any Assumed Benefit Plan with respect to any Transferred Employee and all liabilities under the Canadian Pension Plans that are assumed by Pigments; and viii. all environmental liabilities relating to any purchased real property or leased property purchased as part of the Sale Agreement.
Excluded Liabilities	Pigments is not responsible for any Liabilities of the DCL Group other than the Assumed Liabilities, including: (i) any Liabilities related to any Excluded Assets; (ii) Excluded Employee Liabilities; (iii) all liabilities related to taxes other than Assumed Tax Liabilities; and (iv) tort liabilities of any member of the DCL Group.
Excluded Assets	In addition to various standard or customary assets which are ordinarily excluded as part of a stalking horse bid, the Sale Agreement also excludes Excluded Cash (discussed below).
Excluded Employees	"Excluded Employees" comprise the employees primarily employed at the Designated Location. The Designated Location in the Sale Agreement is the Ajax Plant. Employees at the Ajax Distribution

	Centre are <u>not</u> Excluded Employees. All employees primarily employed at the Ajax Plant who are currently on temporary layoff will be placed on permanent/indefinite layoff (in the case of unionized employees) or terminated (in the case of salaried non-unionized employees).
Excluded Cash	Excluded Cash means all cash on hand at the Closing, including cash drawn under the DIP Facility.
Required Amount	Required Amount means an amount equal to Professional Fees and Expenses, plus the Designated Amount, plus the CCAA Cash Pool.
CCAA Cash Pool	The CCAA Cash Pool is cash in the amount of $750,000 to be used for the benefit of the Applicant's estate, including any costs of administration of the CCAA proceedings.
Designated Amount	The Designated Amount is $2,000,000, which will be utilized by the Applicant and DCL US to conduct an orderly wind-down of the DCL Group after the Closing, with $575,000 of such amount to be delivered to the Monitor, on behalf of the Applicant. Any excess funds from the Applicant's portion will be transferred to the CCAA Cash Pool.
Funding of Required Amount	The Required Amount is first to be funded by Excluded Cash. In the event that Excluded Cash is insufficient to fund the Designated Amount and the CCAA Cash Pool, Pigments is required to fund such amounts as the "Additional Cash Consideration", which is capped at $2,750,000.
Trust	Certain claims that DCL US may have against officers, directors, equity holders and other insiders (the "**Representatives**") of DCL US are being transferred to a litigation trust as part of the Global Settlement, for the benefit of certain unsecured creditors of DCL US as identified in the trust agreement governing the Trust. Any such analogous claims that the Applicant may have against Representatives of the Applicant will not be assigned to the Trust and will instead be assigned to Pigments and released.
Bid Protections	None – no break fee or expense reimbursement.
Treatment of Employees	Pigments will offer employment to all employees, except the Excluded Employees, with a base salary, hourly wage, commission, or incentive opportunity, as applicable, no less favourable than currently provided. In addition, Pigments will offer retirement or welfare benefits (except any defined benefit pension, retiree medical and defined compensation benefits) comparable to those currently provided by the DCL Group. The Stalking Horse Bidder will comply with the terms and conditions of the collective bargaining agreement for all Transferred Employees who are covered by such agreement.

Conditions to Closing	Conditions to Closing in favour of the Stalking Horse Bidder include: (i) the issuance of a sale approval order by this Court and the US Bankruptcy Court; (ii) no acceleration of the DIP Facility; (iii) no Material Adverse Effect; (iv) as of Closing, the Designated Amount shall not have been greater than the amount set forth in the definition of Designated Amount (as discussed above); (v) any required consents as set out in Schedule 9.2(d) of the Sale Agreement, which include consents in connection with real property leases, shall have been provided unless assignment is effected by way of Court order; (vi) availability under the DIP Facility, based on the borrowing base for the week prior to the week in which Closing is to occur, shall not have been less than $469,000; (vii) and (vii) other standard conditions to closing of transactions of this nature. Conditions to Closing in favour of the DCL Group include: (i) issuance of a sale approval order by this Court and the US Bankruptcy Court; (ii) receipt of Excluded Cash and Additional Cash Consideration (which includes the CCAA Cash Pool) (as discussed above); and (iii) other standard conditions to closing of transactions of this nature.
Closing Date	In accordance with the Final Bidding Procedures, the transaction shall close no later than March 17, 2023, which corresponds with the expiry of the Stay Period.

48. The Monitor, in consultation with the Applicant and Pigments, has estimated that the purchase price under the Sale Agreement will be in the range of approximately $166.2 million to $170.9 million, subject to the assumptions, qualifications and discussions set out in the Second Report.

49. Pigments' assignee, the Canadian Operating Purchaser, will acquire all of the Canadian Purchased Assets, other than the Ajax Plant and the shares (the "**European Shares**") that the Applicant owns in its European subsidiaries, the UK based DCL Corporation (Europe) Limited ("**DCL UK**") and its Dutch operating subsidiary, DCL Corporation (NL) B.V. ("**DCL NL**" and together with DCL UK the "**European Subsidiaries**") (the "**Canadian Operating Assets**").

50. Pigments' assignee, the Ajax Purchaser will acquire the Ajax Plant. Pigments' assignee, the European Shares Purchaser, will acquire the European Shares. The European Subsidiaries are not subject to any insolvency proceedings.

(ii) Benefits of the Sale Agreement

51. If approved by the Court and completed in accordance with its terms, the Transaction represents the best possible outcome available to the DCL Group and its stakeholders:

(a) Employees. The Transaction will permit the Applicant to continue its operations as a going concern, thereby preserving the employment of its employees, other than those terminated or placed on permanent layoff as a result of the discontinuance of manufacturing operations at the Ajax Plant.

(b) Suppliers. The Applicant's suppliers in North America and globally will continue to have a viable, recapitalized customer, with whom they will be able to continue their existing supply relationship.

(c) Customers. In addition to DCL US, the Applicant also has third party customers serviced by its Mississauga Plant. The Transaction will allow these customers to continue to have uninterrupted supply of goods and maintain their longstanding business relationship with the Applicant.

(d) Unsecured Creditors. Although the Sale Agreement is in the form of a credit bid, the CCAA Cash Pool is provided for the benefit of the Applicant's estate, including costs of administration of the CCAA proceedings. In addition, $575,000 of the Designated Amount has been allocated to the Monitor on behalf of the Applicant to conduct an orderly wind-down of the Applicant after Closing, and any remaining amounts following such wind-down will be transferred to the CCAA Cash Pool. It is anticipated that after

covering associated costs, the balance of the CCAA Cash Pool will be made available for distribution to creditors of the Applicant. The claims of the Term Lenders, the DIP Agent and DCL US will not attach to the CCAA Cash Pool. The only court-ordered charge that is to attach to the CCAA Cash Pool is the Administration Charge.

(e) Closing Certainty. Provided the requested Court approval is obtained in both Canada and the United States, all material closing conditions are expected to be satisfied:

(a) any required consents, including consents in connection with real property leases are expected to obtained;

(b) there is no due diligence condition or financing condition;

(c) availability under DIP Facility is expected to be not less than the required amount of $469,000; and

(d) it is not anticipated that Exit Costs will exceed $2.9 million.

52. The DIP Agent has been consulted throughout this process and approval of the Transaction is supported by the DIP Agent, as well as the Term Lenders and the Monitor. I am not aware of any party opposed to the relief being requested by the Applicant.

53. As noted below, the purchase price for the Purchased Assets (as defined in the Sale Agreement) includes an amount in cash sufficient for the repayment in full of the Obligations (as defined in the Final DIP ABL Credit Agreement) and Pre-Petition ABL Obligations (as defined in the Final DIP ABL Credit Agreement) in accordance with the terms of the Final DIP ABL Credit Agreement.

54. The Sale Agreement contemplates the Transaction closing on March 17, 2023, and the parties are working diligently towards that goal. It may be necessary to extend the Closing Date,

in part, due to certain required regulatory and operational approvals required by Pigments and/or its assignees, from third parties.

55. In the event Closing is delayed, certain amendments under the Sale Agreement and the DIP ABL Credit Agreement, will be required. In order to address this contingency, constructive discussions have commenced with the applicable parties. The Applicant anticipates being able to update the Court on these matters prior to the return date of this motion, either by way of supplemental affidavit or with the assistance of the Monitor, via the Third Report.

VI. Stay Extension

56. The Applicant intends to return to Court to request an order that would allow the Monitor to acquire additional powers allowing it to wind-down the Applicant's estate and take steps in connection with administering the CCAA Cash Pool. I understand the Monitor will require that the stay of proceedings remain in place so that these steps can be conducted in an orderly manner.

57. Accordingly, the Applicant is requesting an extension of the Stay Period until June 30, 2023 (the "**Extended Stay Period**"). I understand that in the Third Report, the Monitor will provide its views and comments on the requested Stay Period extension as well as updated cash flow projections for the Extended Stay Period.

58. The Applicant has acted in good faith and with due diligence.

VII. CONCLUSION

59. Since the granting of the Initial Order, the Applicant has acted in good faith and with due diligence to, among other things, stabilize the business, apprise its stakeholders of these CCAA proceedings and advance its restructuring efforts, in coordination with the broader DCL Group.

60. I believe that the relief sought and described herein is in the best interests of the DCL Group and its stakeholders. Further, the Monitor, the DIP Agent and the Term Loan Lenders have been consulted throughout this process and are supportive of the relief sought. I do not believe that any creditor will be materially prejudiced by granting the Approval and Vesting Order and the Stay Extension Order.

61. I swear this affidavit in support of the Applicant's motion for the relief as described above and in furtherance of the CCAA proceedings generally and for no other purpose.

SWORN remotely by Scott Davido, of the City of New York, in the State of New York, before me at the City of Brampton, in the Regional Municipality of Peel, this 10th day of March, 2023, in accordance with O. Reg. 431/20, Administering Oaths or Declaration Remotely.

A commissioner for taking affidavits, etc.

Scott Davido

Nancy Ann Thompson, a Commissioner, etc., Province of Ontario, for Blake, Cassels & Graydon LLP, Barristers and Solicitors. Expires July 13, 2024

Court File No.: CV-22-00691990-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF SCOTT DAVIDO
(SWORN MARCH 10, 2023)

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Lawyers for the Applicant

This is **Exhibit "B"** referred to in the

Supplement to the Fourth Affidavit of Scott Davido

sworn before me by video conference
this 28th day of March, 2023

A Commissioner, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2024.

Court File No. CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	THURSDAY, THE 16th
	)	
JUSTICE OSBORNE	)	DAY OF MARCH, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

ORDER
(Stay Extension)

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order seeking the extension of the Stay Period to March 31, 2023, was heard this day by judicial video conference via Zoom in Toronto, Ontario.

ON READING the material filed, including the Notice of Motion, the affidavit of Scott Davido sworn March 10, 2023 (the "**Fourth Davido Affidavit**") and the exhibits attached thereto, and the third report of Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicant (the "**Monitor**") dated March 15, 2023, and on hearing submissions of counsel for the Applicant, counsel for the Monitor, counsel for Pigments and the Canadian Purchasers, and those other parties present, no one appearing for any other person on the service list, although properly served as appears from the Lawyer's Certificate of Service dated March 13, 2023 filed:

DEFINITIONS

1. **THIS COURT ORDERS AND DECLARES** that capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Fourth Davido Affidavit.

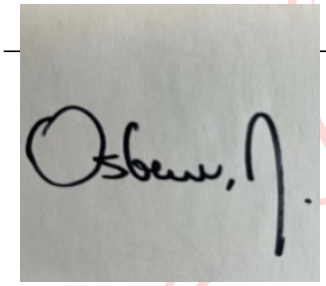
STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including March 31, 2023.

AID AND RECOGNITION

3. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the Netherlands or the United Kingdom to give effect to this Order and to assist the Applicant and the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court and the Applicant, as may be necessary or desirable to give effect to this Order or to assist the Applicant and the Monitor and its agents in carrying out the terms of this Order.

4. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.



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Court File No.: CV-22-00691990-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985 c. C-36

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL Corporation
Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

ORDER

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Lawyers for the Applicant

This is **Exhibit "C"** referred to in the

Supplement to the Fourth Affidavit of Scott Davido

sworn before me by video conference
this 28th day of March, 2023

A Commissioner, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2024.

AMENDED AND RESTATED FORBEARANCE AGREEMENT

This AMENDED AND RESTATED FORBEARANCE AGREEMENT, dated as of March 28, 2023 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, this "Forbearance Agreement"), is entered into by and among Wells Fargo Bank, National Association, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), the Lenders signatory hereto, DCL Corporation (USA) LLC (formerly known as Lansco Colors, LLC), a Delaware limited liability company, as debtor and debtor-in-possession under the Bankruptcy Code ("DCL USA"), DCL Corporation (BP), LLC, a Delaware limited liability company, as debtor and debtor-in-possession under the Bankruptcy Code ("DCL BP," and together with DCL USA, individually, a "US Borrower" and collectively, "US Borrowers"), DCL Corporation (formerly known as Dominion Colour Corporation and as successor by amalgamation to Monteith Inc.), an Ontario corporation, as debtor under the CCAA ("DCL Canada" or "Canadian Borrower," and together with US Borrowers, individually a "Borrower" and collectively, "Borrowers"), Dominion Colour Corporation (USA), a New Jersey corporation, as debtor and debtor-in-possession under the Bankruptcy Code ("DCC US"), DCL Holdings (USA), INC. (formerly known as Lansco Holdings, Inc.), a Delaware corporation, as debtor and debtor-in-possession under the Bankruptcy Code ("DCL Holdings"), H.I.G. Colors Holdings, Inc., a Delaware corporation, as debtor and debtor-in-possession under the Bankruptcy Code ("Colors Holdings"), H.I.G. Colors, Inc., a Delaware corporation, as debtor and debtor-in-possession under the Bankruptcy Code ("Holdings," and together with Colors Holdings, DCC US and DCL Holdings, each a "US Guarantor" and collectively, "US Guarantors," and together with US Borrowers, individually, a "US Loan Party" and collectively, "US Loan Parties"), DCL Corporation (NL) B.V., formerly known as DCC Maastricht B.V., a company organized under the laws of The Netherlands ("DCL BV"), and DCL Corporation (Europe) Limited, formerly known as Dominion Colour Corporation (Europe) Limited, a private liability company incorporated in England and Wales with company number 05452955 ("DCL UK," and together with US Guarantors and DCL BV, individually, a "Guarantor" and collectively, "Guarantors").

W I T N E S S E T H:

WHEREAS, Borrowers have entered into a senior secured, super-priority debtor-in-possession asset-based credit facility pursuant to which Lenders (or Agent on behalf of Lenders) have made and may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of December 22, 2022, by and among Agent, Lenders, Borrowers and Guarantors (as from time to time amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement," and together with all agreements, documents and instruments at any time executed and/or delivered in connection therewith or related thereto, as from time to time amended, modified, supplemented, extended, renewed, restated, or replaced, collectively, the "Loan Documents");

WHEREAS, on December 20, 2022, the US Loan Parties filed voluntary petitions for relief under chapter 11 of the US Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "US Bankruptcy Court");

WHEREAS, on December 20, 2022, DCL Canada sought and obtained an initial order (the "CCAA Initial Order") from the Ontario Superior Court of Justice (Commercial List) (the "Canadian Bankruptcy Court") granting DCL relief pursuant to the *Companies' Creditors Arrangement Act* (Canada) ("CCAA");

WHEREAS, on December 21, 2022, the US Loan Parties filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Post-Petition,*

(B) Use Cash Collateral, (C) Grant Liens and Super-priority Claims, and (D) Grand Adequate Protection; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing; and (V) Granting Related Relief [Docket No. 27] (the "US DIP Motion") in the US Bankruptcy Court, seeking approval of, among other things, the US Loan Parties ability to continue to perform and comply with the terms and conditions of the Loan Documents;

WHEREAS, on December 29, 2022, the Canadian Bankruptcy Court granted and amended and restated CCAA Initial Order (the "CCAA Amended and Restated Initial Order") which, among other things, approved the Credit Agreement;

WHEREAS, on February 23, 2023, the Court entered an order approving the US DIP Motion on a final basis [Docket No. 267] (the "Final US DIP Order" and together with the CCAA Amended and Restated Initial Order, the "Financing Orders");

WHEREAS, the Final US DIP Order authorizes US Loan Parties "to continue performing under, and complying with, all of the terms, conditions and covenants of the DIP Credit Agreement and the other DIP Loan Documents;"

WHEREAS, the Loan Parties acknowledged that certain events of default under the Credit Agreement have occurred and are continuing as set forth in the Forbearance Agreement, dated as of March 18, 2023, by and among Loan Parties, Agent and Lenders (the "Existing Forbearance Agreement"); and

WHEREAS, Loan Parties have requested that Agent and Lenders extend the agreement to forbear from exercising their rights as a result of such events of default set forth in the Existing Forbearance Agreement, and Agent and Lenders are willing to agree to extend the agreement to forbear from exercising their rights and remedies, on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions

1.1 Additional Definitions. As used herein, the following terms shall have the respective meanings given to them below, and the Credit Agreement shall be deemed and is hereby amended to include, in addition and not in limitation, each of the following definitions:

(a) "Supplemental Budget" means the Budget set forth on Exhibit A to this Forbearance Agreement.

(b) "Forbearance Agreement" has the meaning set forth in the recitals of this Forbearance Agreement.

(c) "Forbearance Effective Date" means the date on which all conditions precedent to the effectiveness of this Forbearance Agreement set forth in Section 8 hereof have been satisfied or waived by Agent in writing, as acknowledged in writing by Agent.

(d) "Forbearance Termination Date" means the earliest of:

(i) April 14, 2023;

(ii) the date of the occurrence of any Event of Default (including, but not limited to, any failure to comply with any of the terms of this Forbearance Agreement), other than the Specified Defaults;

(iii) the repudiation and/or assertion of any defense by any Loan Party with respect to the Forbearance Agreement or any other Loan Document or the pursuit of any claim by any Loan Party against Agent, any Lender or any Releasee.

(e) "Specified Defaults" means the Events of Default that exist or have occurred as set forth on Schedule 1 to the Forbearance Agreement.

1.2 Interpretation. For purposes of this Forbearance Agreement, all terms used herein which are not otherwise defined herein, including but not limited to, those terms used in the recitals hereto, shall have the respective meanings assigned thereto in the Credit Agreement as amended by this Forbearance Agreement.

Section 2. Acknowledgment

2.1 Acknowledgment of Obligations. Each Loan Party hereby, jointly and severally, acknowledges, confirms and agrees that as of the close of business on March 23, 2023, Borrowers are indebted to Agent and Lenders in respect of the Obligations consisting of (a) Revolving Loans to Canadian Borrower in the aggregate principal amount of US$2,446,375.35 and (b) Revolving Loans to US Borrowers in the aggregate principal amount of US$39,885,537.42 and Letters of Credit of US$1,800,000.00. All of such Obligations, together with interest accrued and accruing thereon, and costs, expenses and other charges now or hereafter payable by Loan Parties to Agent and Lenders, are unconditionally owing by Loan Parties to Agent and Lenders, without offset, defense or counterclaim of any kind, nature or description whatsoever.

2.2 Acknowledgment of Security Interests. Each Loan Party hereby, jointly and severally, acknowledges, confirms and agrees that Agent, for itself and the benefit of the Lender Group and Bank Product Providers, has and shall continue to have valid, enforceable and perfected liens upon and security interests in the assets and properties of each Loan Party heretofore granted to Agent, for itself and the benefit of the Lender Group and Bank Product Providers, pursuant to the Loan Documents or otherwise granted to or held by Agent, for itself and the benefit of the Lender Group and Bank Product Provider.

2.3 Binding Effect of Documents. Each Loan Party hereby, jointly and severally, acknowledges, confirms and agrees that: (a) each Loan Document to which it is a party has been duly executed and delivered to Agent by such Loan Party, as the case may be, and each is in full force and effect as of the date hereof, (b) the agreements and obligations of each Loan Party contained in such Loan Documents constitute the legal, valid and binding obligations of such Loan Party, as the case may be, enforceable against it in accordance with their respective terms and Loan Parties have no valid defense to the enforcement of such obligations, and (c) Agent and Lenders are and shall be entitled to the rights, remedies and benefits provided for in the Loan Documents.

Section 3. Forbearance as to Certain Events of Default

3.1 Acknowledgment of Defaults. Each Loan Party hereby, jointly and severally, acknowledges and agrees that the Specified Defaults have occurred and are continuing, each of which constitutes an Event of Default and in the absence of this Forbearance Agreement, entitles Agent and Lenders to cease making Loans, issuing Letters of Credit and making other loans or advances and, subject to the Financing Orders, to exercise their other rights and remedies under the Loan Documents, applicable law or otherwise. Agent and Lenders have not waived, presently do not intend to waive and may never

waive such Specified Defaults and nothing contained herein or in the transactions contemplated hereby shall be deemed to constitute any such waiver. Each Loan Party hereby, jointly and severally, acknowledges and agrees that Agent and Lenders have the right to declare the Obligations to be immediately due and payable under the terms of the Loan Documents.

3.2 Forbearance.

(a) In reliance upon the representations, warranties and covenants of Loan Parties contained in this Forbearance Agreement, and subject to the rights and remedies of Agent and Lenders set forth herein and to the other terms and conditions of this Forbearance Agreement and any documents or instruments executed in connection herewith, effective as of the Forbearance Effective Date, Agent and Lenders agree to temporarily forbear from exercising their rights and remedies under the Loan Documents, applicable law or otherwise, to the effect that the rights and benefits otherwise available to Borrowers under the Credit Agreement in the absence of the Specified Defaults shall continue subject to the amendments and modifications contained herein until the Forbearance Termination Date.

(b) Upon the Forbearance Termination Date, the agreement of Agent and Lenders to forbear from exercising their rights and remedies with respect to the Specified Defaults shall automatically and without further action terminate and be of no force and effect, without the requirement of any demand, presentment, protest or notice of any kind, all of which each Loan Party hereby waives. Each Loan Party agrees that the effect of such termination will be to permit Agent and Lenders to immediately exercise, without any further notice or forbearance of any kind, all of their respective rights and remedies under the Credit Agreement and other Loan Documents, applicable law or otherwise with respect to the Specified Defaults or any other Event of Default, which shall exist or shall have occurred and be continuing at such time, subject to the Financing Orders.

(c) Subject to any Financing Order, each Loan Party hereby waives any right to receive notification under the UCC (including Section 9-611) or otherwise of any disposition of any Collateral by Agent or its designee and waives any rights under Section 9-620(e) and 9-623 of the UCC.

3.3 No Other Waivers; Reservation of Rights.

(a) Agent and Lenders have not waived, are not by this Forbearance Agreement waiving and have no intention of waiving, any Defaults or Events of Default that have occurred or which may be continuing on the date hereof or any Defaults or Events of Default which may occur after the date hereof (whether the same or similar to the Specified Defaults or otherwise), and except as expressly set forth in Section 3.2 hereof, Agent and Lenders have not agreed to forbear with respect to any of their rights or remedies concerning any Defaults or Events of Default (other than the Specified Defaults), which may have occurred or are continuing as of the date hereof or which may occur after the date hereof.

(b) Subject to Section 3.2 hereof, Agent and Lenders reserve the right, in Agent's discretion or to the extent provided in the Credit Agreement, upon the direction of Required Lenders, to exercise any or all of their rights and remedies under the Credit Agreement and the other Loan Documents as a result of any Defaults or Events of Default which may be continuing on the date hereof (other than the Specified Defaults) or any Defaults or Event of Default which may occur after the date hereof, and Agent and Lenders have not waived any of such rights or remedies, and nothing in this Forbearance Agreement, and no failure, delay or course of dealing on any of their part in exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies. No single or partial exercise of any right of Agent or any Lender shall preclude any later exercise of such right, and failure by Agent and Lenders to require strict performance of any provision of the Loan Documents shall not affect any right of Agent or any Lender to demand strict compliance and performance thereunder.

Section 4. Amendments and Supplements to Credit Agreement

4.1 Basis for Continued Lending. In accordance with the rights of Agent and Lenders in the Credit Agreement, at all times hereafter, any Revolving Loan made by Agent and Lenders and the issuance of any Letter of Credit shall be in their discretion (provided, that, for purposes hereof the Availability Period shall continue and by its acceptance of any Revolving Loans after the date hereof, Loan Parties shall be deemed to have so agreed); except, that, subject to the terms and conditions of the Credit Agreement and the other Loan Documents, and including the satisfaction of all conditions precedent thereto (other than the absence of a Default or Event of Default, to the extent of the Specified Defaults, but not any other Events of Default), Lenders shall make Revolving Loans upon the request of Administrative Borrower each Business Day to the operating account of the applicable Borrower in such amounts as are requested by Administrative Borrower for use in funding disbursements in accordance with the Supplemental Budget in each case to the extent necessary to provide for payment of such amounts that are to be presented for payment from such operating account on such Business Day or the next Business Day. The making of any Revolving Loan or issuance of any Letter of Credit by or on behalf of Agent or any Lender at any time after the date hereof shall not be deemed to be a waiver of any Specified Default or any other Event of Default which may at any time exist or of any of the rights or remedies of Agent and Lenders pursuant to the Credit Agreement, the other Loan Documents, applicable law or otherwise.

4.2 Supplemental Budget. The Supplemental Budget shall constitute the DIP Budget for purposes of the Credit Agreement and is subject to all of the terms and conditions with respect thereto provided for in the Credit Agreement and any other Loan Document, and including all representations and warranties with respect to any DIP Budget set forth therein.

4.3 Affirmative and Negative Covenants. Notwithstanding the forbearance contained in Section 3.2 hereof, each Loan Party hereby acknowledges, confirms and agrees that to the extent that any Loan Party would otherwise be prohibited from engaging in any transactions otherwise permitted under Section 6 of the Credit Agreement solely due to the occurrence of a Default or an Event of Default, such Loan Party shall be prohibited from engaging in any such transactions on and after the Forbearance Effective Date.

Section 5. [Reserved].

Section 6. Representations, Warranties and Covenants. Each Loan Party, jointly and severally represents, warrants and covenants with and to Agent and Lenders as follows, which representations, warranties and covenants are continuing and shall survive the execution and delivery hereof:

6.1 Binding Effect of Documents. This Forbearance Agreement and the other Loan Documents to which it is a party have been duly executed and delivered to Agent and Lenders by each Loan Party and are in full force and effect. The agreements and obligations of each Loan Party contained in such documents constitute legal, valid and binding obligations of each such party enforceable by Agent and Lenders against each such party in accordance with their respective terms except as such enforceability may be limited by an applicable bankruptcy , insolvency, reorganization, moratorium or similar law affecting creditors' rights generally and by general principles of equity regardless of whether considered a proceeding in equity or at law.

6.2 No Conflict, Etc. Neither the execution and delivery of this Forbearance Agreement nor the consummation of the transactions contemplated herein, nor compliance with the provisions hereof (a) has violated or will violate any law or regulation or any order or decree of any court or Governmental Authority in any respect, or (b) does or shall conflict with or result in the breach of, or constitute a default in any respect under, any indenture, mortgage, deed of trust, security agreement, agreement or instrument

to which any Loan Party is a party or may be bound, or (c) has violated or will violate any provision of the Certificate of Incorporation, By-Laws, Certificate of Formation, Operating Agreement of any Loan Party, or (d) has or will result in, or require, the creation or imposition of any lien, charge, security interest or other encumbrance on any of the assets or properties of any Loan Party.

6.3 Litigation. No court of competent jurisdiction has issued any injunction, restraining order or other order against any Loan Party, and no governmental action or proceeding has been threaten or commenced, seeking any injunction, restraining order or other order against any Loan Party.

6.4 No Default. After giving effect to the provisions of this Forbearance Agreement, except for the Specified Defaults, no Default or Event of Default exists or has occurred as of the date of this Forbearance Agreement.

Section 7. Release

7.1 Release.

(a) In consideration of the agreements of Agent and Lenders contained herein and the making of Loans and providing of Letters of Credit by or on behalf of Agent and Lenders to Borrowers pursuant to the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Loan Party on behalf of itself and its successors, assigns, and other legal representatives, hereby, jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, each Lender and all such other parties being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, matured or contingent both at law and in equity, which any Loan Party, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any nature, cause or thing whatsoever which arises at any time on or prior to the day and date of this Forbearance Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Credit Agreement, as amended and supplemented through the date hereof and the other Loan Documents.

(b) Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the release set forth above.

(d) Each Loan Party and warrants that each such Person is the sole and lawful owner of all right, title and interest in and to all of the claims released hereby and each such Person has not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person any such claim or any portion thereof.

(e) Nothing contained herein shall constitute an admission of liability with respect to any Claim on the part of any Releasee.

7.2 Covenant Not to Sue. Each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, jointly and severally, covenants and agrees with each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by any Loan Party under Section 7.1 hereof. If any Loan Party violates the foregoing covenant, each Loan Party agrees jointly and severally to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

7.3 Waiver of Statutory Provisions. EACH LOAN PARTY EXPLICITLY WAIVES ALL RIGHTS UNDER AND ANY BENEFITS OF ANY COMMON LAW OR STATUTORY RULE OR PRINCIPLE WITH RESPECT TO THE RELEASE OF SUCH CLAIMS, AND EACH LOAN PARTY AGREES THAT NO SUCH COMMON LAW OR STATUTORY RULE OR PRINCIPLE SHALL AFFECT THE VALIDITY OR SCOPE OR ANY OTHER ASPECT OF THIS RELEASE.

Section 8. Conditions to Effectiveness of this Forbearance Agreement. The effectiveness of the forbearance by Agent and Lenders pursuant to this Forbearance Agreement shall be subject to the satisfaction of each of the following conditions precedent on or before March 28, 2023:

8.1 Agent shall have received, in form and substance satisfactory to Agent, a copy of this Forbearance Agreement by facsimile or electronic mail, duly authorized, executed and delivered by each Loan Party and Lenders;

8.2 all requisite corporate action, company actions and proceedings of each Loan Party and all necessary consents in connection with this Forbearance Agreement, and the other agreements, documents and instruments to be delivered hereunder shall have been taken and obtained, in form and substance satisfactory to Agent, records of requisite corporate action and proceedings taken and consents obtained, such documents where requested by Agent or its counsel to be certified by appropriate corporate or company officers;

8.3 Agent shall have received the Supplemental Budget, which shall be in form and substance satisfactory to Agent; and

8.4 as of the date hereof and after giving effect to the provisions of this Forbearance Agreement, except for the Specified Defaults, no Default or Event of Default shall exist or have occurred and be continuing.

Section 9. Provisions of General Application

9.1 Effect of this Forbearance Agreement.

(a) Except as modified pursuant hereto, no other changes or modifications to the Loan Documents are intended or implied and in all other respects the Loan Documents are hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent of conflict between the terms of this Forbearance Agreement and the other Loan Documents, the terms of this Forbearance Agreement shall control. This Forbearance Agreement is a Loan Document. To the extent of conflict between the terms of this Forbearance Agreement and the terms of the US Final DIP Order and/or the terms of the CCAA Amended and Restated Initial Order, the terms of the US Final DIP Order shall control with respect to the US Loan Parties and the terms of the CCAA Amended and Restated Initial Order shall control with respect to DCL Canada.

(b) Except as expressly set forth herein, the execution, delivery and effectiveness of this Forbearance Agreement shall not directly or indirectly (i) create any obligation to make any further Loans or to continue to defer any enforcement action after the occurrence of any Event of Default (other than the Specified Defaults as provided herein), (ii) constitute a consent or waiver of any past, present or future violations of any provisions of the Credit Agreement or any other Loan Documents nor constitute a novation of any of the Obligations under the Credit Agreement or the other Loan Documents, (iii) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other Loan Documents or any right, power or remedy of Agent or any Lender, (iv) constitute a consent to any merger or other transaction or to any sale, restructuring or refinancing transaction, or (v) constitute a course of dealing or other basis for altering any Obligations or any other contract or instrument. Except as expressly set forth herein, Agent and each Lender reserves all of its rights, powers, and remedies under the Credit Agreement, the other Loan Documents and applicable law.

(c) From and after the Forbearance Effective Date, (i) the term "Agreement" in the Credit Agreement, and all references to the Credit Agreement in any Loan Document, shall mean the Credit Agreement, as amended by this Forbearance Agreement, and (ii) the term "Loan Documents" in the Credit Agreement and the other Loan Documents shall include, without limitation, this Forbearance Agreement and any agreements, instruments and other documents executed and/or delivered in connection herewith.

(d) Each Loan Party acknowledges and agrees that the agreement of Agent and Lenders to forbear from exercising certain of their rights and remedies with respect to the Specified Defaults prior to a Forbearance Termination Date Period does not in any manner whatsoever limit Agent's or such Lender's right to insist upon strict compliance by each Loan Party with the Credit Agreement, this Forbearance Agreement or any other Loan Document, except as expressly set forth herein.

(e) This Forbearance Agreement shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Credit Agreement or any other Loan Document.

9.2 Tolling of Certain Defenses. Each Loan Party hereby acknowledges and agrees that all time-related defenses, such as statutes of limitations, doctrines of estoppel, doctrines of laches or any other rules of law or equity of similar nature, are hereby tolled with respect to all rights, claims and causes of action of any kind whatsoever that Agent and Lenders may have against any Loan Party under the Credit Agreement and the other Loan Documents as of the time of the effective date of this Forbearance Agreement through and including the date which is sixty (60) days after the Forbearance Termination Date. Each Loan Party hereby waives all such time-related defenses to the extent such defenses are hereby tolled.

9.3 Costs and Expenses. Loan Parties acknowledge and reaffirm their obligations under Section 2.5 of the Credit Agreement for Lender Group Expenses and nothing in this Forbearance Agreement shall be construed to limit Section 2.5 of the Credit Agreement.

9.4 Further Assurances. The parties hereto shall execute and deliver such additional documents and take such additional action as may be necessary or desirable to effectuate the provisions and purposes of this Forbearance Agreement.

9.5 Merger. This Forbearance Agreement and the documents executed in connection herewith represent the entire expression of the agreement of Loan Parties, Agent and Lenders regarding the matters set forth herein. No modification, rescission, waiver, release or amendment of any provision of this Forbearance Agreement shall be made, except by a written agreement signed by each Loan Party and a duly authorized officer of Agent and the Required Lenders or at Agent's option, by Agent with the authorization of the Required Lenders.

9.6 Governing Law. The validity, interpretation and enforcement of this Forbearance Agreement whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

9.7 Binding Effect; Assignments; No Third-Party Beneficiaries. This Forbearance Agreement shall be binding upon and inure to the benefit of the Loan Parties, Agent, Lenders and their respective successors and assigns; provided, that, no Loan Party shall be entitled to delegate any of its duties hereunder or to assign any of its rights or remedies set forth in this Forbearance Agreement without the prior written consent of Agent. Except for the Releasees with respect to Section 7 hereof, no Person other than the parties hereto, and in the case of Section 7 hereof, the Releasees, shall have any right, benefit, priority or interest under, or because of the existence of, this Forbearance Agreement or be entitled to rely on this Forbearance Agreement, and all third-party beneficiary rights (other than the rights of such Releasees under Section 7 hereof) are hereby expressly disclaimed.

9.8 Amendment and Restatement. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Forbearance Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Forbearance Agreement, except that nothing herein shall impair or adversely affect the continuation of the liability of Loan Parties for the Revolving Loans and the Letters of Credit and all accrued and unpaid interest thereon and fees, costs, expenses and other charges with respect thereto and the security interests, liens, and other interests in the Collateral heretofore granted, pledged and/or assigned by the Loan Parties to Agent or any Lender. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the Revolving Loans, the Letters of Credit and all accrued and unpaid interest thereon and fees with respect thereto, and the liens and security interests securing such obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released, but shall continue in full force and effect in favor of Agent.

9.9 Survival of Representations and Warranties. All representations and warranties made in this Forbearance Agreement or any other document furnished in connection with this Forbearance Agreement shall survive the execution and delivery of this Forbearance Agreement and the other documents, and no investigation by Agent or any Lender or any closing shall affect the representations and warranties or the right of Agent and Lenders to rely upon them.

9.10 Severability. Any provision of this Forbearance Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Forbearance Agreement and the effect thereof shall be confirmed to the provision so held to be invalid or unenforceable.

9.11 Reviewed by Attorneys. This Forbearance Agreement and all other agreements and documents executed and/or delivered in connection herewith have been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Forbearance Agreement or any such other agreements and documents nor any alleged ambiguity therein shall be interpreted or resolved against any party on the ground that such party or its counsel drafted this Forbearance Agreement or such other agreements and documents, or based on any other rule of strict construction. Each of the parties hereto represents and declares that such party has carefully read this Forbearance Agreement and all other agreements and documents executed in connection therewith, and that such party knows the contents thereof and signs the same freely and voluntarily. The parties hereto acknowledge that they have been represented by legal counsel of their own choosing in negotiations for and preparation of this Forbearance Agreement and all other agreements and documents executed in connection herewith and that each of

them has read the same and had their contents fully explained by such counsel and is fully aware of their contents and legal effect. If any matter is left to the decision, right, requirement, request, determination, judgment, opinion, approval, consent, waiver, satisfaction, acceptance, agreement, option or discretion of Agent or any Lender or their respective employees, counsel or agents in the Credit Agreement or any other Loan Documents, such action shall be deemed to be exercisable by Agent or such Lender or such other Person in its sole and absolute discretion and according to standards established in its sole and absolute discretion. Without limiting the generality of the foregoing, "option" and "discretion" shall be implied by the use of the words "if" and "may".

9.12 Mutual Waiver of Right of Jury Trial. EACH OF AGENT, LENDERS, AND LOAN PARTIES HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (A) THIS FORBEARANCE AGREEMENT OR ANY OF THE AGREEMENTS, INSTRUMENTS OR DOCUMENTS REFERRED TO HEREIN; (B) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN OR AMONG THEM; OR (C) ANY CONDUCT, ACTS OR OMISSIONS OF AGENT, ANY LENDER OR LOAN PARTY OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH THEM; IN EACH OF THE FOREGOING CASES, WHETHER IN CONTRACT OR TORT OR OTHERWISE.

9.13 Counterparts. This Forbearance Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Forbearance Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Forbearance Agreement by telefacsimile or by email (with a "pdf") shall have the same force and effect as delivery of an original executed counterpart of this Forbearance Agreement.

9.14 Time of Essence. Time is of the essence with respect to all covenants, agreements and obligations of Loan Parties under this Forbearance Agreement and the other Loan Documents.

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IN WITNESS WHEREOF, the parties hereto have caused this Forbearance Agreement to be duly executed and delivered by their authorized officers as of the day and year first above written.

BORROWERS:

DCL CORPORATION (USA) LLC,
Debtor and Debtor-in-Possession

By: DocuSigned by: Ed Zhang 45B9E9FE4AF44C4...
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

DCL CORPORATION (BP), LLC,
Debtor and Debtor-in-Possession

By: DocuSigned by: Ed Zhang 45B9E9FE4AF44C4...
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

DCL CORPORATION,
Debtor

By: DocuSigned by: Ed Zhang 45B9E9FE4AF44C4...
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

GUARANTORS

DOMINION COLOUR CORPORATION (USA),
Debtor and Debtor-in-Possession

DocuSigned by:
By: Ed Zhang
45B9E9FE4AF44C4...
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

DCL HOLDINGS (USA), INC.,
Debtor and Debtor-in-Possession

DocuSigned by:
By: Ed Zhang
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Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

H.I.G. COLORS HOLDINGS, INC.,
Debtor and Debtor-in-Possession

DocuSigned by:
By: Ed Zhang
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Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

H.I.G. COLORS, INC.,
Debtor and Debtor-in-Possession

DocuSigned by:
By: Ed Zhang
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Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

DCL CORPORATION (NL) B.V.

By: _____
Name: David Charles Herak
Title: Director A

DCL CORPORATION (EUROPE) LIMITED

DocuSigned by:
By: Ed Zhang
45B9E9FE4AF44C4...
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

GUARANTORS

DOMINION COLOUR CORPORATION (USA),
Debtor and Debtor-in-Possession

By: _____
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

DCL HOLDINGS (USA), INC.,
Debtor and Debtor-in-Possession

By: _____
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

H.I.G. COLORS HOLDINGS, INC.,
Debtor and Debtor-in-Possession

By: _____
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

H.I.G. COLORS, INC.,
Debtor and Debtor-in-Possession

By: _____
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

DCL CORPORATION (NL) B.V.

By: DocuSigned by: David C Herak _____
408AEF83C9C3487...
Name: David Charles Herak
Title: Director A

DCL CORPORATION (EUROPE) LIMITED

By: _____
Name: Ed Zhang
Title: Vice President, Treasurer and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: Carmela Massari
Title: _____

Digitally signed by Carmela Massari
Date: 2023.03.28 12:58:08 -04'00'

WELLS FARGO BANK, NATIONAL ASSOCIATION, as LC Issuer, as a Lender and as Swing Line Lender

By: _____
Name: Carmela Massari
Title: _____

Digitally signed by Carmela Massari
Date: 2023.03.28 12:58:26 -04'00'

EXHIBIT A TO
FORBEARANCE AGREEMENT

Supplemental Budget

DCL
Extended Budget
($ in 000s)

Consolidated Cash Flow Forecast

#	Week Number / Detail	Actual 3/4 3/10	Actual 3/11 3/17	1 3/18 3/24	2 3/25 3/31	3 4/1 4/7	4 4/8 4/14	Closing	5 4/15 4/21	6 4/22 4/28	7 4/29 5/5	8 5/6 5/12	9 5/13 5/19	10 5/20 5/26	11 5/27 6/2	Actual 2-week Total	Forecast 11-week Total	13-week Total
1.	Sales Receipts	4,920	4,999	3,507	4,668	4,648	4,627	-	4,662	4,758	4,848	4,681	4,689	4,958	4,850	9,919	50,896	60,815
2.	HST Rebates	-	-	-	-	-	-	-	-	1,300	-	-	270	-	270	-	1,840	1,840
3.	Other	160	639	760	-	-	-	-	-	-	-	-	-	-	-	799	760	1,559
4.	Blackstone Closing Costs[1]	-	-	-	-	-	-	9,800	-	-	-	-	-	-	-	-	9,800	9,800
5.	Accrued & Unpaid Pro Fees	-	-	-	-	-	-	4,326	-	-	-	-	-	-	-	-	4,326	4,326
6.	Additional Capital Contribution	-	-	-	-	-	-	6,206	-	-	-	-	-	-	-	-	6,206	6,206
7.	**Total Receipts**	**5,079**	**5,638**	**4,267**	**4,668**	**4,648**	**4,627**	**20,331**	**4,662**	**6,058**	**4,848**	**4,681**	**4,959**	**4,958**	**5,120**	**10,717**	**73,828**	**84,545**
8.	Payroll & Benefits	(599)	(628)	(961)	(533)	(977)	(279)	-	(977)	(549)	(977)	(279)	(977)	(549)	(977)	(1,227)	(8,035)	(9,262)
9.	Pre-Petition Payables	(469)	(105)	-	-	-	-	-	-	-	-	-	-	-	-	(574)	-	(574)
10.	Vendor Payments	(686)	(1,118)	(1,628)	(1,850)	(1,500)	(1,500)	-	(2,050)	(2,050)	(2,150)	(2,150)	(2,150)	(2,150)	(2,150)	(1,804)	(21,328)	(23,132)
11.	Utilities	(419)	(426)	(250)	(821)	(455)	(252)	-	(41)	-	(205)	(1)	(43)	-	(55)	(845)	(2,123)	(2,967)
12.	Rent	(13)	(14)	-	(8)	(15)	-	-	-	-	(23)	-	-	-	(23)	(27)	(68)	(95)
13.	Insurance	(52)	-	(85)	(3)	-	-	-	-	(85)	(3)	-	-	(85)	(300)	(52)	(559)	(611)
14.	Freight, Duties & Other	(863)	(533)	(940)	(595)	(870)	(675)	-	(795)	(612)	(788)	(759)	(798)	(612)	(780)	(1,396)	(8,225)	(9,622)
15.	Maintenance Capex	-	(18)	(50)	(50)	(50)	(50)	-	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(18)	(545)	(564)
16.	**Total NA Operating Disbursements**	**(3,101)**	**(2,843)**	**(3,913)**	**(3,860)**	**(3,866)**	**(2,756)**	**-**	**(3,912)**	**(3,346)**	**(4,195)**	**(3,238)**	**(4,018)**	**(3,445)**	**(4,334)**	**(5,943)**	**(40,883)**	**(46,827)**
17.	International Op. Disbursements	(929)	(575)	(786)	(1,905)	(934)	(917)	-	(437)	(2,019)	(1,079)	(1,034)	(437)	(810)	(1,033)	(1,504)	(11,389)	(12,893)
18.	**Total Operating Disbursements**	**(4,030)**	**(3,417)**	**(4,699)**	**(5,765)**	**(4,800)**	**(3,673)**	**-**	**(4,349)**	**(5,364)**	**(5,273)**	**(4,272)**	**(4,455)**	**(4,255)**	**(5,367)**	**(7,447)**	**(52,272)**	**(59,719)**
19.	Professional Fees	(604)	(1,864)	-	-	-	-	(4,010)	(180)	(180)	(230)	(180)	(180)	(180)	(230)	(2,469)	(5,370)	(7,838)
20.	DIP Interest Payment / Fees	-	-	-	-	(286)	-	-	-	-	(212)	-	-	-	(211)	-	(708)	(708)
21.	Adequate Protection	(316)	-	-	-	-	-	(316)	-	-	-	-	-	-	-	(316)	(316)	(632)
22.	Other Non-Operating Outflows[1]	-	-	-	-	-	-	(9,800)	-	-	-	(50)	(50)	(50)	(50)	-	(10,000)	(10,000)
23.	UST Fees	-	-	-	-	-	-	-	-	(500)	-	-	-	-	-	-	(500)	(500)
24.	**Total - Non-Op. Disbursements**	**(920)**	**(1,864)**	**-**	**-**	**(286)**	**-**	**(14,126)**	**(180)**	**(680)**	**(442)**	**(230)**	**(230)**	**(230)**	**(491)**	**(2,785)**	**(16,894)**	**(19,679)**
25.	**Net Cash Flow**	**129**	**356**	**(432)**	**(1,097)**	**(437)**	**954**	**6,206**	**133**	**13**	**(867)**	**178**	**274**	**474**	**(739)**	**485**	**4,661**	**5,146**
26.	**Cash Roll forward:**																	
27.	Beginning Balance	5,537	3,119	3,817	3,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	5,537	3,817	5,537
28.	(+) Inflows	5,079	5,638	4,267	4,668	4,648	4,627	20,331	4,662	6,058	4,848	4,681	4,959	4,958	5,120	10,717	73,828	84,545
29.	(-) Disbursements	(4,950)	(5,282)	(4,699)	(5,765)	(5,086)	(3,673)	(14,126)	(4,529)	(6,044)	(5,715)	(4,502)	(4,685)	(4,485)	(5,858)	(10,232)	(69,167)	(79,398)
30.	(+/-) ABL Draws / (Sweeps)	(2,538)	376	(386)	97	437	(954)	(6,206)	(133)	(13)	867	(178)	(274)	(474)	739	(2,162)	(6,479)	(8,640)
31.	(+/-) Other/FX	(9)	(34)	-	-	-	-	-	-	-	-	-	-	-	-	(43)	-	(43)
32.	**Ending Balance**	**3,119**	**3,817**	**3,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**3,817**	**2,000**	**2,000**
33.	**Revolver Summary:**																	
34.	Beginning Balance	45,321	42,784	43,159	42,774	42,870	43,307	42,353	36,148	36,014	36,001	36,868	36,690	36,416	35,942	45,321	43,159	45,321
35.	(+) Draw	5,145	4,895	4,699	5,765	5,086	3,673	36,148	4,529	6,044	5,715	4,502	4,685	4,485	5,858	10,040	91,188	101,229
36.	(-) Paydown	(7,682)	(4,520)	(5,085)	(5,668)	(4,648)	(4,627)	(42,353)	(4,662)	(6,058)	(4,848)	(4,681)	(4,959)	(4,958)	(5,120)	(12,202)	(97,667)	(109,869)
37.	**Ending Balance**	**42,784**	**43,159**	**42,774**	**42,870**	**43,307**	**42,353**	**36,148**	**36,014**	**36,001**	**36,868**	**36,690**	**36,416**	**35,942**	**36,681**	**43,159**	**36,681**	**36,681**
38.	**Maximum Available**	**55,000**	**55,000**	**55,000**	**55,000**	**55,000**	**55,000**	**55,000**	**60,000**	**60,000**	**60,000**	**60,000**	**60,000**	**60,000**	**60,000**			
39.	Eligible Collateral	47,910	46,434	47,111	46,724	46,331	45,955	45,955	45,807	45,578	45,188	44,907	44,620	44,103	43,638			
40.	(-) Carve Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
41.	(-) Administrative Charge	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
42.	(-) Existing reserves	(508)	(508)	(508)	(508)	(508)	(508)	(508)	(508)	(508)	(508)	(508)	(508)	(508)	(508)			
43.	(-) LOC	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)			
44.	(-) Inventory Adjustment	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
45.	**Eligible Collateral, net of reserves**	**45,602**	**44,126**	**44,803**	**44,417**	**44,023**	**43,648**	**43,648**	**43,499**	**43,270**	**42,880**	**42,600**	**42,312**	**41,795**	**41,330**			
46.	**ABL Availability**	**45,602**	**44,126**	**44,803**	**44,417**	**44,023**	**43,648**	**43,648**	**43,499**	**43,270**	**42,880**	**42,600**	**42,312**	**41,795**	**41,330**			
47.	Less: Loan Balance	42,784	43,159	42,774	42,870	43,307	42,353	36,148	36,014	36,001	36,868	36,690	36,416	35,942	36,681			
48.	**Excess Availability (excl. Cash)**	**2,818**	**967**	**2,029**	**1,547**	**716**	**1,294**	**7,500**	**7,485**	**7,269**	**6,012**	**5,910**	**5,896**	**5,853**	**4,649**			
49.	*Excess Availability (net of Cash)*	*5,938*	*4,784*	*5,029*	*3,547*	*2,716*	*3,294*	*9,500*	*9,485*	*9,269*	*8,012*	*7,910*	*7,896*	*7,853*	*6,649*			

Notes:

(1) Estimated costs consisting of cure costs ($2M), wind-down ($2M), transaction costs ($2.25M), 503(b)(9) claims ($2M), Canadian Creditor pool ($0.75M), US Litigation Trust ($0.5M) and CRP professionals ($0.3M)

DCL
US Case Professional Fees Summary
($ in 000s)

#	Week Number / Advisor	1 3/18 3/24	2 3/25 3/31	3 4/1 4/7	4 4/8 4/14	Forecast 4-wk Total
	US Case Professionals Weekly Accruals					
1.	King & Spalding	38	38	38	38	150
2.	Ankura	200	200	200	200	800
3.	Richards, Layton & Finger	10	10	10	10	40
4.	Kroll	10	10	10	10	40
5.	Province (UCC)	20	25	20	15	80
6.	Quinn Emanuel (UCC)	75	75	15	15	180
7.	Morris James (UCC)	5	5	5	5	20
8.	Application of Retainers	-	-	-	(525)	(525)
9.	**Total US Case Professionals Accruals**	**358**	**363**	**298**	**(233)**	**785**

SCHEDULE 1
TO
FORBEARANCE AGREEMENT

List of Specified Defaults

The "Specified Defaults" consist of the following the Events of Default pursuant to the following provisions of the Credit Agreement:

(a) Section 8.14(u) of the Credit Agreement as a result of the failure to comply with the Milestones set forth in clauses (g), (i), (j) and (k) of Schedule 5.22;

(b) Section 8.1 of the Credit Agreement as the result of the failure to pay the Obligations when due.

This is **Exhibit "D"** referred to in the

Supplement to the Fourth Affidavit of Scott Davido

sworn before me by video conference
this 28th day of March, 2023

A Commissioner, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2024.

TEAMSTERS LOCAL UNION NO. 1979
CHEMICAL, ENERGY & ALLIED WORKERS

Grievance No. _____ Date March 22, 2023

Dept. ALL Shift ALL

Employee's Name POLICY Clock No. _____

Grievance Based on Contract Article 1,5,8,13,22,ESA,Past Practice, Other Applicable Articles & Legislation

Nature of Grievance The Union is grieving the Company's decision to deny bargaining unit employees termination and severance payments in accordance with the provisions of the Collective Agreement

Adjustment Desired The Company to pay all affected bargaining unit employees all owing termination and severance pay.

Signed _____ Employee

Signed _____ For the Union

Disposition by Company _____

Date _____

Signed _____ For the Company

TEAMSTERS LOCAL UNION NO. 1979
CHEMICAL, ENERGY & ALLIED WORKERS

Grievance No. _____ Date March 22, 2023

Dept. ALL Shift ALL

Employee's Name POLICY Clock No. _____

Grievance Based on Contract Article 1,5,8,13,25,ESA,Past Practice, Company Emails & Legislation Sect.

Nature of Grievance The Union is grieving the Company's decision to deny bargaing unit employees health and dental benefits in accordance with the provisions of the Collective Agreement

Adjustment Desired The Company to provide benefit coverage to all affected employees during their respective notice periods and to compensate all employees for eleigible expenses incurred due to the Company's decision to cancel benefit coverage in March 2023.

Signed _____ Employee

Signed _____ For the Union

Disposition by Company _____

Date _____

Signed _____ For the Company

This is **Exhibit "E"** referred to in the

Supplement to the Fourth Affidavit of Scott Davido

sworn before me by video conference
this 28th day of March, 2023

A Commissioner, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2024.

SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

By and Among

H.I.G. COLORS HOLDINGS INC. AND ITS SUBSIDIARIES

as Sellers

and

PIGMENTS SERVICES, INC.

as Purchaser

Dated as of March 28, 2023

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EXHIBITS AND SCHEDULES

Exhibits

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SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of March 28, 2023, is made by and among Pigments Services, Inc., a Delaware corporation ("**Purchaser**"), and H.I.G. Colors Holdings Inc., a Delaware corporation ("**Holdings**"), and its direct and indirect Subsidiaries (together, with Holdings, but excluding the Acquired Subsidiaries, "**Sellers**") that are debtors in the US Bankruptcy Cases or the CCAA Proceeding, as applicable. Capitalized terms used herein but not immediately defined shall have the meaning ascribed to them elsewhere in this Agreement.

WHEREAS, on December 20, 2022 (the "**Petition Date**"), Holdings, H.I.G. Colors, Inc., DCL Corporation (BP), LLC, DCL Holdings (USA), Inc., DCL Corporation (USA), LLC, and Dominion Colour Corporation (USA) (the "**US Sellers**") commenced voluntary cases (the "**US Bankruptcy Cases**") under chapter 11 of title 11, United States Code, 11 U.S.C. § 101–1532 (the "**US Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**"), which cases shall be jointly administered;

WHEREAS, on December 20, 2022 (the "**CCAA Filing Date**"), DCL Corporation, a corporation existing under the laws of Ontario, Canada (the "**Canadian Seller**") obtained from the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario (the "**CCAA Court**") an initial order granting the Canadian Seller relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and such proceedings, the "**CCAA Proceeding**");

WHEREAS, Sellers continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the US Bankruptcy Code and pursuant to the CCAA and the terms of the CCAA Initial Order and CCAA Amended and Restated Initial Order;

WHEREAS, Purchaser desires to purchase and assume from Sellers, and Sellers desire to sell, transfer, and assign to Purchaser, pursuant to sections 363 and 365 of the US Bankruptcy Code and section 36 of the CCAA, all of the Purchased Assets and Assumed Liabilities on the terms and subject to the conditions set forth in this Agreement (the "**Sale**");

WHEREAS, Sellers and an Affiliate of Purchaser entered into (i) that certain Asset Purchase Agreement (the "**Original Asset Purchase Agreement**"), dated as of December 21, 2022, and (ii) that certain Amended and Restated Asset Purchase Agreement (the "**First A&R Purchase Agreement**"), dated as of February 13, 2023;

WHEREAS, Sellers and Purchaser now wish to amend and restate in its entirety the First A&R Purchase Agreement and provide for this Agreement to supersede in its entirety the First A&R Purchase Agreement, as heretofore amended;

WHEREAS, this Agreement shall not be binding upon Sellers until approved by the CCAA Court and the US Bankruptcy Court; and

WHEREAS, each of the parties has complied, to the extent required pursuant to applicable Law, with the employee consultation obligations in respect of the transaction under the Works

Council Act (*Wet op de ondernemingsraden*) and the SER Merger Code (*SER-besluit Fusiegedragsregels 2015*).

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

Section 1.1 **Certain Definitions**. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"**503(b)(9) Claims**" means allowed Claims arising under section 503(b)(9) of the US Bankruptcy Code in the Bankruptcy Cases which remain unpaid as of the Closing Date.

"**Accounts Receivables**" means as of the Closing Date, all accounts receivables, trade receivables, notes receivables, and other miscellaneous receivables, whether current or overdue, of any Seller, excluding any such accounts receivables, trade receivables, notes receivables, and other miscellaneous receivables arising out of the Excluded Assets.

"**Acquired Subsidiaries**" means DCL Corporation (NL) B.V. and DCL Corporation (Europe) Limited.

"**Action**" means any complaint, claim, charge, prosecution, indictment, action, suit, arbitration, audit, hearing, litigation, inquiry, investigation or proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought or asserted by any Person or group of Persons or Governmental Authority or conducted or heard by or before any Governmental Authority or any arbitration tribunal.

"**Adequate Assurance Account**" shall have the meaning ascribed to it in any order entered by the US Bankruptcy Cases with respect to adequate assurance under Section 366 of the Bankruptcy Code.

"**Additional Cash Consideration**" means an amount equal to (a) the Required Amount *minus* (b) the amount of Excluded Cash; *provided* that the Additional Cash Consideration shall not be an amount less than zero nor greater than $2,750,000.

"**Affiliate**" of any Person means any other Person who either directly or indirectly through one or more intermediaries is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "**control**" means the 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 securities, partnership interests or by contract, assignment, credit arrangement, as trustee or executor, or otherwise, and the terms "**controls**," "**controlling**" and "**controlled by**" shall have correlative meanings. With respect to Purchaser, the term "**Affiliate**" shall also include its managers or members or similar Persons, and any other entity controlled by

the same managers or members or similar Persons as Purchaser (as the case may be), provided that such term shall not include any portfolio companies or managed accounts.

"**Agreement**" has the meaning set forth in the Preamble.

"**Allocation Schedule**" has the meaning set forth in Section 3.2.

"**Alternative Restructuring Proposal**" means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, plan of arrangement, merger, amalgamation, acquisition, consolidation, dissolution, financing proposal, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, plan of compromise or arrangement, share exchange, business combination, or similar transaction or series of transactions involving Sellers or the debt, equity, or other interests in Sellers, in each case, that is inconsistent with or represents an alternative to one or more of the Restructuring Transactions or any part thereof.

"**Anti-Corruption Laws**" means the FCPA, COFPOA, the Criminal Code, and any other applicable anti-corruption Laws.

"**Anti-Money Laundering Laws**" has the meaning specified in Section 5.18(d).

"**ARC**" means the advance ruling certificate issued by the Commissioner of Competition pursuant to Section 102 of the Competition Act with respect to the transaction contemplated under this Agreement.

"**Assigned Claims**" has the meaning specified in Section 7.6(d).

"**Assumed Benefit Plans**" means (i) each Benefit Plan (other than a European Benefit Plan) designated by Purchaser as an Assumed Benefit Plan in a writing to Sellers prior to the Closing Date, (ii) the self-insured short-term disability plan of the Canadian Seller, and (iii) each European Benefit Plan.

"**Assumed DB Liabilities**" has the meaning set forth in Section 7.9(b)(iii).

"**Assumed DB Assets**" has the meaning set forth in Section 7.9(b)(iii).

"**Assumed DC Assets**" has the meaning set forth in Section 7.9(b)(iv).

"**Assumed Liabilities**" has the meaning set forth in Section 2.3.

"**Assumed Tax Liabilities**" means any Taxes that are not Income Taxes.

"**Auction**" has the meaning set forth in the Sale Procedures.

"**Avoidance Actions**" means all claims and causes of action arising under sections 542 through 553 of the US Bankruptcy Code or any analogous state law or section 36.1 of the CCAA, sections 95 to 101 of the BIA or any analogous provincial law.

"**Bankruptcy Cases**" means the US Bankruptcy Cases and the CCAA Proceeding.

"**Bankruptcy Courts**" means the US Bankruptcy Court and the CCAA Court.

"**Bankruptcy-Related Default**" means any default or breach of a Contract that is not entitled to cure under section 365(b)(2) of the US Bankruptcy Code or section 11.3(4) of the CCAA, including a default or breach relating to the filing of the Bankruptcy Cases or the financial condition of Sellers or any default caused by the failure to pay amounts due under a Contract as a result of the filing of the Bankruptcy Cases.

"**Benefit Plans**" means each "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), the Canadian Pension Plans, and all other compensation and benefits plans, policies, trust funds, programs, arrangements or payroll practices, and each stock purchase, stock option, restricted stock, profit sharing, retirement savings, pension, supplemental pension, savings, severance, retention, employment, consulting, commission, change-of-control, collective bargaining, bonus, incentive, deferred compensation, loan, fringe benefit, insurance, welfare, post-retirement health or welfare, health, life, tuition refund, service award, company car, scholarship, relocation, disability, accident, sick pay, sick leave, accrued leave, vacation, holiday, termination, unemployment, restrictive covenant, and other benefit plan, policy, trust fund, program, arrangement or payroll practice, whether or not subject to ERISA (including any related funding mechanism now in effect or required in the future), whether oral or written, funded or unfunded, insured or self-insured, in each case, that is sponsored, established, maintained, contributed to or required to be contributed to by any of the Sellers, or under which any of the Sellers has any current or potential Liabilities in respect of its current or former employees, including current and former directors, officers and independent contractors, but does not include plans established pursuant to statute to the extent that the administration of such plan is outside of Sellers' control.

"**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C 1985, C. B-3, as amended.

"**Bid Deadline**" means the date established by the Sale Procedures for the submission of initial bids at the Auction.

"**Bid Direction Letter**" means the Bid Direction Letter attached hereto as Exhibit B, which may not be amended without Sellers' consent, acting reasonably.

"**Books and Records**" means all books, records, files, advertising materials, customer lists, cost and pricing information, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media or in the cloud) to the extent used in or to the extent relating to the operation of the Business or the ownership of the Purchased Assets, but excluding Sellers' (i) Fundamental Documents and share registers, stock and minute books, and (ii) any documents protected by any applicable privilege, including attorney-client or attorney work product privilege.

"**Business**" means the business of Sellers and the Acquired Subsidiaries as global manufacturer and reseller of high-performance specialty pigments and dispersions which also provides technical service capability and new product development processes.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of Delaware or the province of Ontario.

"**Business Employee**" means each individual who is a current or former director, officer, employee or individual independent contractor of DCL Corporation (BP), LLC, DCL Holdings (USA), Inc., DCL Corporation (USA), LLC, or the Canadian Seller.

"**Business Employee List**" means the letter provided by Sellers to Purchaser within ten (10) calendar days of the execution and delivery of this Agreement, which letter contains a true and complete list of each individual who is employed by Sellers, together with such individual's title or position, employing entity, work location, full-time or part-time status, accrued vacation, banked overtime, years of credited service, current rate of hourly wage or salary, annual target cash bonus opportunity, any other compensatory entitlements, each Benefit Plan in which he or she participates or is eligible to participate, along with whether they are on a leave of absence and if so, they type of leave and expected return to work date (if known), and, with respect to any non-union employee, whether, to the Knowledge of Sellers, any allegations of workplace sexual harassment or illegal retaliation or discrimination have been proven (either through a workplace investigation or by a Governmental Authority) against the individual.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) and any similar or successor legislation, together with any memoranda or executive orders relating to COVID-19.

"**Canadian Employee**" means each Business Employee who is employed by the Canadian Seller immediately prior to the Closing.

"**Canadian Designated Amount Portion**" has the meaning in the definition of Designated Amount.

"**Canada Pension Plan**" means the Canadian government sponsored pension plan established under an Act to establish a comprehensive program of old age pensions and supplementary benefits in Canada payable to and in respect of contributors (Canada).

"**Canadian Pension Plans**" means the following registered pension plans, as that term is defined in subsection 248(1) of the Tax Act, each of which is administered by one of the Sellers, or to which any of the Sellers is a participating employer: (i) the Salaried DB Plan; (ii) the Hourly DB Plan; (iii) the Salaried DC Plan; and (iv) the Hourly DC Plan.

"**Canadian Professionals**" means (i) counsel for the Canadian Seller, (ii) counsel and financial advisor to the DIP Lenders and (iii) the Monitor and counsel to the Monitor.

"**Canadian Purchased Assets**" means Purchased Assets belonging to DCL Corporation.

"**Canadian Seller**" has the meaning set forth in the Recitals.

"**CCAA**" has the meaning set forth in the Recitals.

"**CCAA Amended and Restated Initial Order**" means an Order of the CCAA Court pursuant to sections 11 and 11.02(2) of the CCAA, amending and restating the CCAA Initial Order and which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**CCAA Cash Pool**" means the amount of $750,000 to be delivered by Sellers to the Monitor from Excluded Cash to be held for the benefit of the estate of the Canadian Seller in the CCAA Proceeding, including any costs for the administration of the CCAA Proceeding.

"**CCAA Court**" has the meaning given to it in the Recitals.

"**CCAA DIP Order**" means the order approving the DIP Facility by the CCAA Court.

"**CCAA Initial Order**" means an Order of the CCAA Court pursuant to sections 11 and 11.02(1) of the CCAA, granting the Canadian Seller relief under the CCAA and which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**CCAA Proceeding**" has the meaning given to it in the Recitals.

"**CCAA Sale Hearing**" means the hearing scheduled by the CCAA Court to approve the Sale of the Canadian Purchased Assets.

"**CCAA Sale Motion**" has the meaning set forth in Section 7.7(b)(i).

"**CCAA Sale Order**" means an Order of the CCAA Court approving the Sale, which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**CCAA Sale Procedures Motion**" has the meaning set forth in Section 7.7(a).

"**CCAA Sale Procedures Order**" means an Order of the CCAA Court approving procedures governing the solicitation of bids for Sellers' assets and business and scheduling an auction and hearing on the Sale, which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**Claim**" has the meaning set forth in section 101(5) of the US Bankruptcy Code or section 2(1) of the CCAA.

"**Closing**" has the meaning set forth in Section 4.1.

"**Closing Date**" means the date on which the Closing occurs.

"**COFPOA**" means the *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34, as amended.

"**Commissioner of Competition**" means the Commissioner of Competition, appointed pursuant to the Competition Act or any Person duly authorized to exercise the powers and perform the duties on behalf of the Commissioner of Competition and shall include the Competition Bureau.

"**Company Benefit Plan**" has the meaning set forth in Section 5.12(a).

"**Competition Act**" means the *Competition Act* (Canada) R.S.C. 1985, c. C-34, as amended, and the regulations promulgated thereunder.

"**Competition Act Clearance**" means that either (a) the Commissioner of Competition shall have issued an ARC to Purchaser in respect of the transactions contemplated by this Agreement, or (b) the applicable waiting period under Section 123 of the Competition Act shall have expired or been terminated or a waiver under subsection 113(c) of the Competition Act shall have been issued by the Commissioner of Competition and, in either case, Purchaser shall have received a No Action Letter in respect of the transactions contemplated by this Agreement.

"**Competition Tribunal**" means the Competition Tribunal established under the *Competition Tribunal Act* (Canada).

"**Conditions Certificates**" means (i) a certificate signed by a Responsible Officer of Purchaser and addressed to Sellers and the Monitor (in form and substance satisfactory to Sellers and the Monitor, acting reasonably) certifying that the closing conditions set forth in Section 9.1 and Section 9.2 have been satisfied or waived and (ii) a certificate signed by a Responsible Officer of each Seller and addressed to Purchaser and the Monitor (in form and substance satisfactory to Purchaser and the Monitor, acting reasonably) certifying that the closing conditions set forth in Section 9.1 and Section 9.3 have been satisfied or waived.

"**Confidentiality Agreement**" means any confidentiality provision or agreement between or among one or more of the Sellers and Blackstone Alternative Credit Advisors LP, on behalf of its funds and accounts managed, advised or sub-advised by it and its Affiliates.

"**Consent**" means any consent, approval, franchise, order, License, Permit, waiver, authorization, registration, declaration filing, exemption, notice, application, or certification, including all Regulatory Approvals, made with or granted by any Person.

"**Contract**" means any executory contract or Lease, but excluding the Fundamental Documents of any Seller.

"**Copyright Licenses**" means any written agreement granting any right, license, release, covenant not to sue, or non-assertion assurance to or from Seller or any Acquired Subsidiary under any Copyright in connection with the Business.

"**Copyrights**" means all of the following: (i) all copyrights (whether registered or not); all registrations thereof; and all applications in connection therewith, including all registrations, and applications in the United States Copyright Office, the Canadian Intellectual Property Office, or in any similar office or agency of any other Governmental Authority, (ii) all extensions or renewals thereof, and (iii) all moral rights or equivalent rights as recognized under the Laws of any jurisdiction.

"**COVID-19**" means the coronavirus disease 2019.

"**Credit Bid**" has the meaning set forth in Section 3.1.

"**Creditors' Committee**" means the Official Committee of Unsecured Creditors appointed in the US Bankruptcy Cases.

"**Criminal Code**" means the Criminal Code, R.S.C., 1986, c. C-46, as amended.

"**Critical Vendor Agreements**" means the agreements entered into by Sellers in regards to Critical Vendor Claims during the Bankruptcy Cases in accordance with the Critical Vendor Order.

"**Critical Vendor Claims**" means (i) Vendor Claims and Shippers and Warehousemen Claims (both as defined in the Critical Vendor Order in the US Bankruptcy Case) and (ii) claims for goods and services pursuant to paragraph 9 of initial order of the CCAA Proceeding dated December 20, 2022, as amended and restated on December 29, 2022.

"**Critical Vendor Order**" means either the final Order entered in the US Bankruptcy Cases or the final Order entered in the CCAA Proceeding authorizing Sellers to pay Critical Vendor Claims.

"**Cure Costs**" means all cash amounts that, pursuant to section 365 of the US Bankruptcy Code or section 11.3(4) of the CCAA, will be required to be paid as of the Closing Date to cure any monetary defaults on the part of Sellers under the Purchased Contracts, in each case to the extent such Contract was entered into prior to the commencement of the Bankruptcy Cases and as a prerequisite to the assumption of such Purchased Contracts under section 365 of the US Bankruptcy Code or as a prerequisite to the assignment of such Purchased Contracts under section 11.3(1) of the CCAA; *provided, however,* in the case of any Contract, such Contract is executory and, in the case of any Lease, such Lease is unexpired.

"**Debt Financing**" means any debt financing incurred by Purchaser in connection with the transactions contemplated by this Agreement.

"**Deferred Fees**" means any and all accrued and unpaid fees and expenses for the Deferred Professionals for the period from March 18, 2023 through the date of Closing or termination of this Agreement, as applicable and with respect to such Deferred Professionals (other than the Monitor and its counsel), up to the applicable cumulative amounts in the DIP Budget updated as of the date of this Agreement (or as any such amounts may be amended with the consent of the applicable Deferred Professional and Purchaser) for such period; *provided* that the Deferred Fees of the Monitor and its counsel shall be net of the retainers in the amount of CAD$250,000 held by those persons.

"**Deferred Professionals**" means the Canadian Professionals and the US Professionals.

"**Designated Amount**" means $2,000,000, which shall be utilized solely to conduct an orderly wind-down of Sellers after the Closing, of which $575,000 shall be delivered to the Monitor, on behalf of the Canadian Seller (the "**Canadian Designated Amount Portion**"), and $1,425,000 shall be delivered to the US Sellers; *provided* that in the event the Deferred Fees of the Monitor and its counsel are less than the CAD$250,000 retainers held by them, then the excess of such retainers, after application in accordance with the definition of Deferred Fees, shall be applied to reduce the Canadian Designated Amount Portion and the corresponding aggregate Designated Amount. For the avoidance of doubt, if the reasonable and documented costs incurred by either

the US Sellers or the Canadian Seller in connection with the orderly wind-down of applicable Sellers after the Closing and the administration (including any claims reconciliation), closing, conversion or dismissal of the US Bankruptcy Cases and CCAA Proceeding (and any subsequent proceedings), as applicable, are less than the Designated Amount with respect to such Sellers (i) the US Seller shall return (if any) any remaining amounts to Purchaser, and (ii) the Canadian Seller shall transfer any remaining amounts to the CCAA Cash Pool.

"**Designated Location**" means the facilities of the Canadian Seller referenced on Section 1.1 of the Seller Disclosure Schedule.

"**DIP Agent**" means Wells Fargo Bank, National Association, in its capacity as administrative agent under the DIP Credit Agreement.

"**DIP Budget**" has the meaning set forth in the US DIP Order, as such DIP Budget is updated as of the date of this Agreement.

"**DIP Credit Agreement**" means the debtor in possession credit agreement provided in accordance with the terms, and subject to the conditions, set forth thereof and in the DIP Orders, each of which shall be acceptable to Purchaser.

"**DIP Facility**" means the debtor in possession credit facility provided in accordance with the terms, and subject to the conditions, set forth in the DIP Credit Agreement and the DIP Orders, each of which shall be acceptable to Purchaser.

"**DIP Lenders**" means all Persons who are lenders under the DIP Credit Agreement, each in its capacity as such.

"**DIP Orders**" means, together, the US DIP Order and the CCAA DIP Order.

"**Dutch Deed of Transfer**" means the notarial deed of transfer, in substantially the form attached as Exhibit A, to effect the transfer of the Dutch Shares to Purchaser.

"**Dutch Shares**" means six hundred thousand (600,000) ordinary shares in the share capital of DCL Corporation (NL) B.V., with a nominal value of 1 euro (EUR 1) numbered 1 up to and including 600,000.

"**End Date**" has the meaning set forth in Section 10.1(c).

"**Environment**" means the environment or natural environment as defined in any Environmental Laws and includes air, ambient air, all layers of the atmosphere, all water including surface water, groundwater and underground water, all land, land surface soil, subsurface strata, all living organisms and the interacting natural systems, and includes indoor spaces.

"**Environmental Claim**" means any Action, Governmental Order, Lien, fine, written report, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging any Environmental Liability arising out of, based on, or resulting from: (i) the presence, Environmental Release of, or exposure to, any Hazardous Materials; or (ii) any actual or alleged

non-compliance with any Environmental Law or term or condition of any Environmental Permit; or (iii) any other liability arising under Environmental Law or relating to Hazardous Materials.

"**Environmental Laws**" means any applicable Law, any Governmental Order, or binding agreement with any Governmental Authority relating to: (i) pollution or the protection, restoration or remediation of, or prevention of harm to, the Environment and natural resources; (ii) the protection of human health and safety as it pertains to exposure to Hazardous Materials; (iii) the manufacture, processing, registration, distribution, formulation, packaging or labeling of Hazardous Materials or products containing Hazardous Materials; (iv) the transport or handling, use, presence, generation, treatment, incineration, landfilling, milling, storage, disposal, Environmental Release of or exposure to any Hazardous Materials; or (v) recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

"**Environmental Liability**" means any direct, indirect, pending or threatened indebtedness, liability, claim, loss, damage, fine, penalty, cost, expense, deficiency or responsibility, whether known or unknown, arising under or relating to any Environmental Claim, Environmental Law, Environmental Permit, or Environmental Release, whether based on negligence, strict liability or otherwise (including costs and liabilities for investigation, government response, removal, remediation, restoration, abatement, monitoring, personal injury, medical monitoring, monitoring, penalties, contribution, indemnification, injunctive relief, property damage, natural resource damages, court costs, costs of enforcement proceedings or government responses, and reasonable attorneys' fees in connection with each of the foregoing), including (i) any actual or alleged violation of any Environmental Law, (ii) any actual or alleged generation, use, handling, transportation, storage, treatment, disposal, release, or threatened release of, or exposure to, any Hazardous Materials at any facility or location, (iii) any liability arising under Environmental Law relating to, arising from or with respect to any formerly owned, leased, or operated properties or any former, closed, divested, or discontinued business operations, (iv) any liabilities arising under Environmental Law assumed or retained by contract, operation of law, or otherwise.

"**Environmental Notice**" means any written directive, written notice of violation or infraction, or other written notice with respect to any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"**Environmental Permit**" means any Permit, letter, clearance, Consent, waiver, closure, exemption, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

"**Environmental Release**" means any actual or threatened, direct or indirect, release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, spraying, burying, escaping, leaching, dumping, abandonment, disposing, depositing, migrating, incineration, seepage, placement, introduction, or allowing to escape or migrate within, into, through or from the Environment and/or within, into, through or from any Structure, building, facility, or fixture or into or out of any property, whether intentional or unintentional, known or unknown.

"**Equity Securities**" means (i) with respect to any corporation, all shares, interests, participations or other equivalents of capital stock of such corporation (however designated), and any warrants, options or other rights to purchase or acquire any such capital stock and any securities convertible into or exchangeable or exercisable for any such capital stock, (ii) with respect to any partnership, all partnership interests, participations or other equivalents of partnership interests of such partnership (however designated), and any warrants, options or other rights to purchase or acquire any such partnership interests and any securities convertible into or exchangeable or exercisable for any such partnership interests and (iii) with respect to any limited liability company, all limited liability company interests or membership interests, participations or other equivalents of limited liability company interests or membership interests of such limited liability company (however designated), and any warrants, options or other rights to purchase or acquire any such membership interests and any securities convertible into or exchangeable or exercisable for any such membership interests.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder.

"**ERISA Affiliate**" means each entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the IRC or Section 4001(b)(1) of ERISA that includes or included any Seller or any of the Acquired Subsidiaries, or that is, or was at the relevant time, a member of the same "controlled group" as any of the Sellers pursuant to Section 4001(a)(14) of ERISA.

"**ETA**" means *Excise Tax Act* (Canada) R.S.C. 1985, c. E-15.

"**ETA Tax**" means taxes imposed under Part IX of the ETA and sales, use or value-added tax legislation enacted by a Canadian province.

"**European Benefit Plan**" shall mean each Benefit Plan that is maintained or sponsored exclusively by one or more of the Acquired Subsidiaries.

"**European Employee**" shall mean each individual who is a director, officer, employee or individual independent contractor actively employed by the Acquired Subsidiaries immediately prior to the Closing.

"**EX-IM Laws**" means all applicable U.S., Canadian and foreign Laws relating to export, reexport, transfer, and import controls, including, without limitation, (a) EAR, ITAR, the customs and import Laws administered by U.S. Customs and Border Protection, (b) the Export and Import Permits Act., the Customs Act, the Defence Production Act, the Department of Public Works and Government Services Act, including all regulations thereunder, the Export Control List, Area Control List, Brokering Control List, and the Controlled Goods Regulations, and the customs and import Laws administered by the Canada Border Services Agency and Global Affairs Canada.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder.

"**Excluded Assets**" has the meaning set forth in Section 2.2.

"**Excluded Avoidance Actions**" means (a) any Avoidance Actions against the Sellers' Chief Executive Officer arising from payments listed on the US Sellers' Schedules of Assets and Liabilities and Statements of Financial Affairs filed prior to the date hereof and (b) any Avoidance Actions against the Transferred Employees or Sellers' vendors or customers.

"**Excluded Benefit Plan**" means each Benefit Plan that is not an Assumed Benefit Plan.

"**Excluded Cash**" means all cash held by the Sellers as of immediately prior to the Closing, including cash drawn by Sellers under the DIP Facility at the Closing (but excluding amounts held in the Adequate Assurance Account); *provided* that Excluded Cash shall not exceed the Required Amount; *provided, further,* that for purposes of clarity, Excluded Cash will not include the Deferred Fees or Additional Cash Consideration.

"**Excluded Employee**" means (i) each Business Employee who is primarily employed at the Designated Location, (ii) each Retention Eligible Employee identified as an Excluded Employee in writing to Sellers prior to the earlier of (x) ten (10) days immediately prior to the Closing Date, and (y) March 17, 2023, and (iii) each non-union Business Employee against whom there are pending allegations of workplace sexual harassment or illegal retaliation or discrimination that Purchaser reasonably believe have merit after discussions with Sellers' human resources department, unless otherwise determined by Purchaser in its sole discretion.

"**Excluded Employee Liabilities**" means (a) any and all Liabilities, and any and all other payments, compensation, commissions, benefits, bonuses, vacation and entitlements that Sellers owe or are obligated to provide, whether prior to, on or following the Closing, in each case, with respect to any Business Employee (or any of their respective covered dependents, beneficiaries and estates), in connection with any such individual's employment with and/or engagement by Sellers, and, with respect to any Business Employees who are not Transferred Employees, the termination of their employment, including, without limitation, any and all entitlements to notice of termination, severance (whether statutory or contractual), damages for wrongful dismissal, or other Liabilities arising out of the termination of employment or service with Sellers and their respective Subsidiaries and Affiliates (other than any pay in lieu of notice, termination pay, severance pay or similar amount, in each case, that is required to be paid by applicable Law to a Retention Eligible Employee who does not receive an Offer and who is terminated by Sellers on or about the Closing Date), and (b) any and all Liabilities, payments, costs, expenses or disbursements which arise under or relates to any Benefit Plan (other than Liabilities that are Assumed Liabilities pursuant to Section 2.3(j)); *provided, however,* that Excluded Employee Liabilities shall not include any (i) Liabilities for wages and salaries, vacation and other time-off and commissions accrued prior to the Closing, but unpaid in the ordinary course of business in respect of service by a Business Employee after the last day covered by the last regularly scheduled payroll date of Sellers and their respective Affiliates and Subsidiaries to occur on or prior to the Closing Date and any payroll taxes associated therewith, or (ii) Liabilities with respect to Business Employees in Canada that are assumed by Purchaser by operation of labour relations and minimum employment standards Laws.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**Exit Costs**" means the amount of 503(b)(9) Claims.

"**FCPA**" has the meaning set forth in Section 5.18(b).

"**Filing Date**" shall mean (i) the Petition Date in respect of the US Sellers and (ii) the CCAA Filing Date in respect of the Canadian Seller.

"**Financial Assurance**" means the letters of credit issued by HSBC Bank Canada in favor of (i) the Ontario Ministry of the Environment and Climate Change in the amount of CAD$371,058 as required by Certificate of Property Use No. 3643-99WJAH for the Designated Location and (ii) the Town of Ajax in the amount of CAD$11,283 as required by the Amending Site Plan Agreement dated October 23, 2012 and registered on title to the Designated Location as instrument no. DR1137039) between the Corporation of the Town of Ajax and the Canadian Seller for the Designated Location.

"**FSRA**" means the Financial Services Regulatory Authority of Ontario.

"**Fundamental Documents**" means the documents of a Person (other than a natural person) by which such Person establishes its legal existence or which govern its internal affairs. For example, the Fundamental Documents of a corporation would be its articles, charter, bylaws and unanimous shareholders' agreements, if any, and the Fundamental Documents of a limited liability company would be its certificate of formation and limited liability company agreement or operating agreement.

"**Fundamental Representations**" means (i) with respect to Sellers and the Acquired Subsidiaries, the representations and warranties contained in Section 5.1 (Organization, Standing and Corporate Power), Section 5.3(a) (Authority; Noncontravention), Section 5.4(a) (Capitalization of Acquired Subsidiaries), and Section 5.16 (No Brokers), and (ii) with respect to Purchaser, the representations and warranties contained in Section 6.1 (Corporate Existence and Qualification), Section 6.2 (Corporate Power, Authorization, Enforceable Obligations), and Section 6.5 (No Brokers).

"**Funding Arrangements**" means a trust agreement or other funding arrangement established in respect of any of the Canadian Pension Plans or in respect of the Purchaser's Plan, as the context requires.

"**GAAP**" means generally accepted accounting principles in the United States.

"**General Intangibles**" means all intangible assets now owned by any Seller, including all right, title and interest that such Seller may now or hereafter have in or under any Contract, all payment intangibles, interest in business associations, Licenses, Permits, uncertificated securities, checking and other bank accounts, rights to receive Tax refunds (to the extent assignable under Law) and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged Equity Securities and investment property, and rights of indemnification.

"**Governmental Authority**" shall mean any (i) nation, state, province, tribal, county, city, municipality, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, provincial, regional, municipal, foreign, local or other government; (iii) governmental or quasi-governmental authority of any nature (including any government agency, ministry, branch,

department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or Taxing Authority or power of any nature.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority, including, but not limited to, any order, writ, judgment, decree, stipulation, determination, award or guideline issued by a Governmental Authority restricting business operations.

"**Hazardous Materials**" means any (i) constituent, material, substance, chemical, or waste (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, explosive, corrosive, flammable, infectious, toxic, carcinogenic, mutagenic, radioactive, dangerous, a pollutant, a contaminant, or words of similar meaning or effect under any Environmental Law, (ii) substance that requires removal or remediation under any Environmental Law, (iii) substance that can give rise to liability under any Environmental Law or the presence of which requires investigation, clean up, removal, abatement, remediation or other corrective or remedial action under any Environmental Laws, and (iv) petroleum or petroleum by-products, asbestos or asbestos-containing materials or products, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, chlorinated solvents, polyvinyl chloride, radioactive materials, lead-based paints or materials, radon, flammable substances, explosives, toxic mold, and including the contaminants in respect of site condition standards that have been established under Records of Site Condition – Part XV.1 of the Environmental Protection Act (Ontario Regulation 153/04) and all other similar or analogous legislation of a Governmental Authority.

"**Holdings**" has the meaning set forth in the Preamble.

"**Hourly DB Plan**" means the DCL Corporation Hourly Pension Plan registered under the PBA and the Tax Act with registration number 0401455.

"**Hourly DC Plan**" means the Dominion Colour Corporation Hourly Pension Plan registered under the PBA and the Tax Act with registration number 1166354.

"**Incidental License**" means any (i) permitted use right to confidential information in a non-disclosure agreement entered into in the ordinary course of business; (ii) non-exclusive license to commercially-available software, including all shrink-wrap and click-wrap licenses or other generally commercially available license with annual payments of less than $100,000, and (iii) non-exclusive license that is not material to the Business and merely incidental to the transaction contemplated in the agreement, the commercial purpose of which is primarily for something other than such license, such as any: (A) agreement for the sale of advertising; (B) sales or marketing or similar agreement that includes a license to use Trademarks or Copyrights for the purposes of promoting the products and services of the Business and (C) vendor agreement that includes permission for the vendor to identify the Business as a customer of the vendor.

"**Income Taxes**" means Taxes imposed on, or measured by, income or profits, including franchise taxes imposed in lieu of income tax.

"**Indebtedness**" shall mean, with respect to any Person, without duplication:

(a) obligations of such Person for borrowed money, or otherwise evidenced by bonds, debentures, notes or similar instruments;

(b) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person, other than any such obligation made in the ordinary course of business;

(c) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person to creditors for raw materials, Inventory, services and supplies incurred in the ordinary course of such Person's business);

(d) all obligations of such Person under leases that have been or should be treated, in accordance with GAAP, as capitalized lease obligations of such Person;

(e) all obligations of others secured by any Lien on property or assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, other than any such obligation made in the ordinary course of business;

(f) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof);

(g) all letters of credit issued for the account of such Person (excluding letters of credit issued for the benefit of suppliers to support accounts payable to suppliers incurred in the ordinary course of business); and

(h) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person.

"**Indemnification Claims**" means claims for indemnification of any present or former officer, director, employee, partner or member of any Seller whether arising under a Seller's Fundamental Documents or any Contract arising prior to the Closing Date.

"**Instruments**" means all "instruments," as such term is defined in the UCC, now owned or hereafter acquired by any Seller, wherever located, and, in any event, including all certificated securities, all certificates of deposit, and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, chattel paper.

"**Intellectual Property**" means any and all Patents, Copyrights, Trademarks, Trade Secrets, methods, processes, know how, internet domain names, social media accounts, and other intellectual property or industrial or intangible rights, all goodwill associated therewith, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"**Intellectual Property Agreements**" means all Copyright Licenses, Patent Licenses, and Trademark Licenses and all other agreements granting any right, license, release, covenant not to sue, or non-assertion assurance to or from Seller or any Acquired Subsidiary with respect to any

Intellectual Property used in connection with the Business (expressly excluding, in each instance, Incidental Licenses).

"**Inventory**" means all "inventory," as such term is defined in the UCC, now owned or hereafter acquired by any Seller, wherever located, and, without limiting the foregoing, all (i) inventory, (ii) merchandise, (iii) goods and other personal property, (iv) raw materials, work or construction in process, (v) finished goods, returned goods, or materials or supplies of any kind, nature or description and (vi) products, equipment, and appliances, whether owned or on order, including all embedded software.

"**Investment Canada Act**" means the Investment Canada Act (Canada), R.S.C. 1985, c. 28 (1st Supp), as amended, and the regulations promulgated thereunder.

"**IRC**" means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"**IRS**" means the U.S. Internal Revenue Service.

"**Knowledge of Sellers**" means the actual knowledge after reasonable inquiry of the individuals identified in Section 1.1(b) of the Seller Disclosure Schedule.

"**Laws**" means any federal, state, provincial, local or municipal (or any subdivision of any of them), foreign, international or supranational law (including common law), statute, treaty, ordinance, rule, regulation, by-law, Order, code, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Authority.

"**Leased Real Estate**" has the meaning set forth in Section 5.6(c).

"**Leases**" means each unexpired lease of real or personal property leased, licensed or otherwise granted to Sellers or the Acquired Subsidiaries.

"**Liabilities**" means any and all debts, losses, liabilities, claims, damages, fines, costs, royalties, proceedings, deficiencies or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due and any out-of-pocket costs and expenses (including reasonable attorneys', accountants' or other fees and expenses).

"**License**" means any licenses, franchises, Consents, approvals and any Permits, including Permits of or registrations with any Governmental Authority; but expressly excluding any license or sublicense of Intellectual Property.

"**License Approvals**" shall have the meaning set forth in Section 7.12.

"**Liens**" means any mortgage, pledge, hypothecation, security interest (whether contractual, statutory or otherwise), charge, trust (including any statutory, deemed or constructive trust), encumbrance, easement, license, encroachment, servitude, Consent, option, lien, put or call right, right of first refusal, voting right, charge, lease, long-lease (*in Dutch: erfpacht*), sublease,

right to possession, adverse ownership claim or other restrictions or encumbrances of any nature whatsoever.

"**Material Adverse Effect**" means any fact, condition, change, violation, inaccuracy, circumstance, effect, event, or occurrence that individually or in the aggregate has had, or would be reasonably likely to have, a material adverse change in or material adverse effect on the Purchased Assets or the Business (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding (i) any change or effect to the extent that it results from or arises out of (a) the filing and pendency of the Bankruptcy Cases or the financial condition of Sellers; (b) the execution and delivery of this Agreement or the announcement thereof or consummation of the transactions contemplated hereby; (c) changes in (or proposals to change) Law, generally accepted accounting principles, or other accounting regulations or principles; or (d) any action contemplated by this Agreement or taken by Sellers at the request of, or with the consent of, Purchaser; (ii) any change or effect generally applicable to (a) the industries and markets in which Sellers operate or (b) economic or political conditions or the securities or financial markets in any country or region; (iii) any outbreak or escalation of hostilities or war or any act of terrorism; (iv) any occurrence, threat, or effects of a disease outbreak, epidemic, pandemic, or similar widespread public health concern, which results in recommendations or mandates or Governmental Order from Governmental Authorities to reduce travel, avoid large gatherings, self-quarantine, or extended shutdown of certain businesses, including any recommendations or mandates on levels or types of recreational or business activities that Sellers may hold at their locations due to the ongoing COVID-19 pandemic; (v) any objections in the US Bankruptcy Court or the CCAA Court to (a) this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, (b) the reorganization of Sellers and any related plan of reorganization or disclosure statement, or (c) the Sale Motions, Sale Procedures Orders or Sale Orders; (vi) the assumption or rejection of any Purchased Contract or Leased Real Estate; and (vii) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions.

"**Material Contract**" and "**Material Contracts**" has the meaning set forth in Section 5.10(a).

"**Monitor**" means Alvarez & Marsal Canada Inc., or such other court-appointed monitor of the Canadian Seller in the CCAA Proceeding.

"**Monitor's Certificate**" means the certificate issued by the Monitor, in substantially the form attached to the CCAA Sale Order, certifying that the Monitor has received the Conditions Certificates, the CCAA Cash Pool and the Canadian Designated Amount Portion.

"**Multiemployer Plan**" means each Benefit Plan that is a "multiemployer plan" as defined in Section 3(37) or 4001(a)(3) of ERISA, Section 414(f) of the IRC, or a "multi-employer pension plan" pursuant to subsection 147.1 of the Tax Act, subsection 1(3) of the PBA or as such similar terms are defined in similar pension standards legislation of Canada or a province.

"**No Action Letter**" means a communication in writing from the Commissioner of Competition advising that he does not, at that time, intend to make an application to the

Competition Tribunal under Section 92 of the Competition Act in respect of the transactions contemplated by this Agreement.

"**Order**" means any judgment, order, administrative order, writ, stipulation, injunction (whether permanent or temporary), award, decree or similar legal restraint of, or binding settlement having the same effect with, any governmental Action.

"**Owned Real Property**" has the meaning set forth in Section 5.6(d).

"**Partially Transferred Canadian Pension Plan**" has the meaning set forth in Section 7.9(b)(i).

"**Patent Licenses**" means all written agreements providing for the grant by or to a Seller of any right, license, release, covenant not to sue, or non-assertion assurance to or from Seller or any Acquired Subsidiary under any Patent, including the right to manufacture, make, have made, use or sell, offer for sale or otherwise exploit any invention covered in whole or in part by a Patent, in connection with the Business.

"**Patents**" means all of the following: (a) all letters patent, patents and patent rights, including those relating to utility patents, design patents, industrial designs or any other protectable subject matter, of the United States, Canada or of any other country, and all applications in connection therewith in the United States Patent and Trademark Office, Canadian Intellectual Property Office or in any similar office or agency of the United States, Canada, or any other country; (b) all reissues, continuations, continuations-in-part, divisionals, reexaminations or extensions thereof; and (c) all foreign equivalents to those patents or applications subsequently filed in any jurisdiction.

"**PBA**" means the Pension Benefits Act (Ontario) and regulations thereunder.

"**PBA Reg 310/13**" means Ontario Regulation 310/13 made pursuant to the PBA.

"**Permits**" means all approvals, authorizations, certificates, consents, franchises, variances, licenses, and permits issued by any Governmental Authority (including all applications, renewal applications, or documents filed, or fees paid, in connection therewith).

"**Permitted Liens**" means: (i) statutory Liens for current and future property Taxes, assessments or other similar governmental charges, including water and sewage charges, not yet due and payable, or being contested in good faith and for which adequate reserves have been taken in accordance with GAAP; (ii) present and future zoning, building codes and other land use Laws regulating the use or occupancy of any Owned Real Property or Leased Real Estate or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such Owned Real Property or Leased Real Estate which are not violated by the current use or occupancy of such Owned Real Property or Leased Real Estate, where such violation would reasonably be expected to have a Material Adverse Effect on the Business; and (iii) easements, covenants, conditions, restrictions and other similar matters affecting title to such Owned Real Property or Leased Real Estate and other title encumbrances which encumber the Owned Real Property or Leased Real Estate (as applicable) as of the date hereof and which do not, individually or in the aggregate, materially impair the use, occupancy, maintenance, repair or development of

such Owned Real Property or Leased Real Estate or the operation of the Business where such impairment would have a Material Adverse Effect on the Business; and (iv) Liens securing Indebtedness.

"**Person**" shall be construed broadly and means any individual, partnership, limited partnership, corporation, limited liability company, association, joint stock company, estate, trust, joint venture, unincorporated organization, other entity, or a Governmental Authority.

"**Petition Date**" has the meaning given to it in the Recitals.

"**PHI Stock**" means 500,000 shares of common stock of Pigments Holdings, Inc.

"**Pre-Petition Term Lenders**" means the lenders under the Pre-Petition Term Loan.

"**Pre-Petition Term Loan**" means that certain Credit Agreement, dated as of April 6, 2018 (as previously amended, amended and restated, supplemented, or otherwise modified, and as may be further amended, modified or supplemented from time to time), by and among H.I.G. Colors, Inc., the Canadian Seller (f/k/a Dominion Colour Corporation), DCL Holdings (USA), Inc. (f/k/a Lansco Holdings Inc.), as borrowers, the guarantors named therein, Delaware Trust Company, as administrative agent, and the lender parties thereto.

"**Pre-Petition Term Loan Obligations**" means the loans and other "Obligations" (as defined in the Pre-Petition Term Loan) under the Pre-Petition Term Loan.

"Preserve" means any action necessary to preserve, maintain, or otherwise protect any assets being sold or assigned pursuant to this Agreement, including, but not limited to, actions necessary to notice and/or pursue all insurance proceeds of Policy Number MPL 0156209-04, issued by Zurich-American Insurance Company to H.I.G. Colors Holdings, Inc.

"**Professional Fees and Expenses**" means the reasonable and documented fees and expenses accrued and unpaid by Sellers' and Purchaser's professionals through March 18, 2023 in accordance with the DIP Budget, *less* amounts held as retainers by such professionals not previously applied.

"**Purchase Price**" has the meaning set forth in Section 3.1.

"**Purchased Assets**" has the meaning set forth in Section 2.1.

"**Purchased Contracts**" means all Contracts designated by Purchaser to be assumed and assigned pursuant to Section 2.5.

"**Purchaser**" has the meaning set forth in the Preamble.

"**Purchaser Advisors**" means the equity holders, current and prospective leverage providers, current and prospective limited partners and investors, officers, employees, attorneys, financial advisors, Affiliates and other representatives of Purchaser.

"**Quebec Pension Plan**" means the government sponsored pension plan established under the Act Respecting the Quebec Pension Plan (Quebec).

"**Rate of Return**" has the meaning set forth in Section 7.9(a)(iv).

"**Registered Intellectual Property**" has the meaning set forth in Section 5.8(c).

"**Regulatory Approvals**" means the Competition Act Clearance (if required) and all Consents and other authorizations reasonably required to be obtained from, or any filings required to be made with, any Governmental Authority that are necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents.

"**Rejection Damages Claims**" means all claims arising from or related to the rejection of a Contract under section 365 of the US Bankruptcy Code or the disclaimer of a Contract under section 32 of the CCAA, including any administrative expense claims arising from the rejection or disclaimer of Contracts previously assumed, unless such Contract is a Purchased Contract.

"**Replacement Financial Assurance**" has the meaning set forth in Section 7.14.

"**Representatives**" has the meaning specified in Section 7.6(d).

"**Required Amount**" means an amount equal to (a) the Professional Fees and Expenses, plus (b) the Designated Amount, plus (c) the CCAA Cash Pool.

"**Responsible Officer**" means, with respect to any Person, the chief restructuring officer, chief executive officer, president, chief operating officer, chief financial officer, controller and chief accounting officer, vice president of finance or treasurer of such Person.

"**Restructuring Transaction**" means a sale of Sellers' assets and business pursuant to section 363 of the US Bankruptcy Code and/or section 36 of the CCAA in the Bankruptcy Cases.

"**Retention Eligible Employee**" means each non-union Business Employee who is (i) an officer of Holdings or any of its Subsidiaries, or (ii) scheduled on Section 1.1 of the Seller Disclosure Schedule, as supplemented in accordance with the Original Asset Purchase Agreement.

"**Salaried DB Plan**" means the DCL Corporation Salaried Pension Plan registered under the PBA and the Tax Act with registration number 0989616.

"**Salaried DC Plan**" means the Pension Plan for the Employees of Dominion Colour Corporation registered under the PBA and the Tax Act with registration number 1141860.

"**Sale**" has the meaning set forth in the Recitals.

"**Sale Motions**" means, together, the CCAA Sale Motion and the US Sale Motion.

"**Sale Orders**" means, together, the CCAA Sale Order and the US Sale Order.

"**Sale Procedures**" means the bidding procedures governing the Sale, in substantially the form attached as Exhibit C.

"**Sale Procedures Orders**" means, together, the CCAA Sale Procedures Order and the US Sale Procedures Order.

"**Sanctioned Person**" means, at any time, (a) any Person listed in any sanctions-related list of designated Persons maintained by any applicable Governmental Authority, including the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or the Government of Canada including Global Affairs Canada, (b) any Person operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions or any Sanctions-related list or (c) any Person owned or Controlled by any such Person described in the foregoing clauses (a) or (b).

"**Sanctions**" means any applicable trade or economic sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the Minister of Foreign Affairs, Global Affairs Canada, the Canada Border Services Agency, the Royal Canadian Mounted Police, the Public Prosecution Service of Canada, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Select Assumed Liabilities**" means the Assumed Liabilities set forth in Section 2.3(c) (solely with respect to Cure Costs, but not obligations to provide adequate assurances), Section 2.3(e), Section 2.3(f), Section 2.3(j) (solely with respect to accrued and unpaid contribution amounts with respect to the Canadian Pension Plans that are assigned to Purchaser as of the Closing Date), and Section 2.3(n) (to the extent accrued but unpaid as of the Closing Date).

"**Selected Courts**" has the meaning set forth in Section 12.2(a).

"**Seller Disclosure Schedule**" has the meaning set forth in ARTICLE V.

"**Seller Representatives**" means Sellers' directors, officers, employees, advisors, attorneys, accountants, consultants, financial advisors, bankers, or other agents or representatives.

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

"**Statement of Investment Policies and Procedures**" means the statement filed with FSRA pursuant to the PBA by Sellers in respect of a Canadian Pension Plan.

"**Structures**" means, collectively, buildings, structures, and fixtures on, and other improvements to, the Owned Real Property or Leased Real Estate.

"**Subsidiary**" or "**Subsidiaries**" means for any Person, any other Person or Persons of which a majority of the outstanding voting Equity Securities are owned, directly or indirectly, by such first Person.

"**Tax**" or "**Taxes**" means, whether disputed or not, (i) any federal, state, provincial, county, local or foreign taxes, charges, fees, levies or other assessments, including all net income, gross income, sales and use, goods and services (including all ETA Tax and Quebec sales tax), service,

use, ad valorem, transfer, gains, profits, excise, franchise, real and personal property, gross receipts, value added, capital stock, capital gains, windfall profits, escheat, unclaimed or abandoned property, production, business and occupation, disability, employment, payroll, license, estimated, stamp, custom duties, severance, unemployment, lease, recording registration, social security (or similar, including Canada Pension Plan contributions, employment insurance premiums and Quebec Pension Plan premiums), Medicare, alternative or add-on minimum, net worth, documentary, intangibles, conveyancing, environmental, premium, or withholding (including backup withholding) taxes, impost or charges or other compulsory payments imposed by any Governmental Authority, whether disputed or not, and includes any interest and penalties (civil or criminal) on or additions to any such taxes and (ii) liability for items in (i) of any other Person by Contract, operation of Law (including Treasury Regulation §1.1502-6) or otherwise.

"**Tax Act**" means the Income Tax Act (Canada) and the regulations thereunder.

"**Tax Proceeding**" has the meaning set forth in Section 8.3.

"**Tax Returns**" means any return, report, election, declaration, statement, information return, schedule, or other document (including any related or supporting information) filed or required to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of any Taxes or the administration of any Laws, regulations or administrative requirements relating to any Taxes or any amendment thereof.

"**Taxing Authority**" means, with respect to any Tax, a Governmental Authority that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity, including any Governmental Authority that imposes, or is charged with collecting, social security or similar charges or premiums.

"**Term Agent**" means Delaware Trust Company, in its capacity as Agent under the Pre-Petition Term Loan.

"**Trade Secrets**" means all confidential and proprietary information used in the Business for commercial advantage and not generally known or reasonably ascertainable by any unauthorized Person, including know-how, trade secrets, manufacturing and production processes and techniques, research and development information, databases and data, including technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information.

"**Trademark Licenses**" means any written agreement providing for the grant of any right, license, release, covenant not to sue, or non-assertion assurance to or from Seller or any Acquired Subsidiary to use any Trademark in connection with the Business.

"**Trademarks**" means all of the following: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, slogans, brand names, and other source or identifiers (whether registered or unregistered), and all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, Canadian Intellectual Property Office or in any similar office or agency of the United States, Canada, any state, province or territory thereof, or any other country or any political

subdivision thereof; (ii) all reissues, extensions, foreign equivalents or renewals thereof; and (iii) all goodwill of the Business associated with or symbolized by any of the foregoing.

"**Transaction Documents**" means this Agreement and any other agreements, documents and instruments to be executed and delivered pursuant to this Agreement.

"**Transfer Taxes**" has the meaning set forth in Section 8.2.

"**Transferred Employee**" means (i) each non-union Canadian Employee or US Employee who (A) has received an Offer from Purchaser or any of its Affiliates in accordance with Section 7.8(a) below, (B) accepts such Offer, and (C) commences employment with Purchaser and its Affiliates on or promptly following the Closing Date, (ii) each unionized Canadian Employee, other than a unionized Canadian Employee who is primarily employed at the Designated Location, and (iii) each European Employee.

"**Transferred Pension Plan Participants**" has the meaning set forth in Section 7.9(b)(ii).

"**Treasury Regulations**" means one or more Treasury regulations promulgated under the IRC by the Treasury Department of the United States.

"**Trust**" means a trust to be established prior to the Sale solely for the benefit of those vendors, shippers, suppliers, and/or warehouseman identified in the trust agreement governing such trust, which shall be in form and substance reasonably acceptable to Purchaser and the Creditors' Committee and which form of such agreement shall be filed prior to the objection deadline to the US Sale Motion. Such trust agreement will require, among other things, that (i) any beneficiary of the Trust waive any claims in the US Bankruptcy Cases; (ii) a creditor representative be appointed solely by the Creditors' Committee prior to the Sale that will control and administer the trust; and (iii) neither the Purchaser nor the DIP Lender will be eligible to receive any proceeds of the Trust. For the avoidance of doubt, the Trust will only benefit those creditors specifically provided for in such trust agreement.

"**UCC**" means the Uniform Commercial Code.

"**UK Shares**" means the entire issued share capital of DCL Corporation (Europe) Limited, being 1,467,591 ordinary shares of £1.00 each.

"**US Bankruptcy Cases**" has the meaning set forth in the Recitals.

"**US Bankruptcy Code**" has the meaning set forth in the Recitals.

"**US Bankruptcy Court**" has the meaning set forth in the Recitals.

"**US DIP Order**" means the interim Order or final Order, as then applicable, authorizing post-petition debtor-in-possession financing or the use of cash collateral to be entered by the US Bankruptcy Court.

"**US Employee**" means each Business Employee who is actively employed by DCL Corporation (BP), LLC, DCL Holdings (USA), Inc. or DCL Corporation (USA), LLC immediately prior to the Closing.

"**US Professionals**" means (i) counsel for the US Sellers, (ii) financial advisor to Sellers, (iii) counsel for the Creditors' Committee, and (iv) financial advisor to the Creditors' Committee.

"**US Purchased Assets**" means Purchased Assets belonging to the US Sellers.

"**US Sale Hearing**" means the hearing scheduled by the US Bankruptcy Court to approve the Sale of the US Purchased Assets.

"**US Sale Motion**" has the meaning set forth in Section 7.7(a).

"**US Sale Order**" means an Order of the US Bankruptcy Court approving the Sale of the US Purchased Assets, which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**US Sale Procedures Hearing**" means the hearing scheduled by the US Bankruptcy Court to approve the Sale Procedures.

"**US Sale Procedures Order**" means an Order of the US Bankruptcy Court approving procedures governing the solicitation of bids for the US Sellers' assets and business and scheduling an auction and hearing on the Sale of the US Purchased Assets, which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**US Sellers**" has the meaning set forth in the Recitals.

"**Utility Services**" means water, sewer service, electricity, waste disposal, natural gas, and other similar services from utility providers or their brokers.

Section 1.2 Schedules. References to this Agreement shall include any Exhibits, Schedules and Recitals to this Agreement and references to Sections, Exhibits and Schedules are to Sections of, Exhibits to and Schedules to, this Agreement.

Section 1.3 Information. References to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

Section 1.4 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context otherwise requires. The word "or" shall not be deemed to be exclusive. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not mean simply "if." All terms defined in

this Agreement shall have the defined meaning when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. References in this Agreement to specific Laws or to specific provisions of Laws shall include all rules and regulations promulgated thereunder. All Exhibits and schedules annexed to this Agreement or referred to in this Agreement are incorporated in and made a part of this Agreement as if set forth in full in this Agreement. References to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms of this Agreement and such Contract. Each of the parties to this Agreement has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties to this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

ARTICLE II
PURCHASED SALE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 **Purchase, Sale, and/or Assignment of Assets**. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall (or shall cause its designated Affiliate or Affiliates to) purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser (or its designated Affiliate or Affiliates), pursuant to and in accordance with the Sale Orders, all of Sellers' right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than Permitted Liens), Claims and interests, other than the Assumed Liabilities. "**Purchased Assets**" means all of Sellers' assets (other than the Excluded Assets, even if such asset is listed in this Section 2.1), including:

(a) all cash, cash equivalents, prepayments (including all prepayments made to third party vendors), deferred assets, refunds, credits or overpayments, except for the Excluded Cash, the Adequate Assurance Account, the Deferred Fees and the Additional Cash Consideration;

(b) all Equity Securities in the Acquired Subsidiaries (including, for the avoidance of doubt, the Dutch Shares and the UK Shares);

(c) all Owned Real Property;

(d) all Accounts Receivables;

(e) all Inventory;

(f) to the extent transferable, all insurance policies of Sellers and any claims thereunder to the extent such policies relate to the operation of the Business or to any Assumed Liabilities, except for coverage and proceeds for any claims relating to or arising prior to the Closing Date, excluding any directors and officers insurance policy;

(g) all Leased Real Estate (and Leases thereof) and all Purchased Contracts; *provided*, that Leased Real Estate shall not be subject to exclusion pursuant to Section 2.2 or Section 2.5;

(h) any security deposits held by counterparties to the Purchased Contracts;

(i) all furniture, fixtures, equipment, marketing materials and other personal property used or usable in the operations of the Business, including, to the extent transferable, all rights to any software used in any computer equipment;

(j) all merchandise and other personal property used or usable in the Business;

(k) all amounts withheld by Sellers and their respective Subsidiaries prior to the Closing from the compensation payable to any Business Employee that is required by the terms of any Benefit Plan or applicable Law that has not, as of the Closing Date, been transferred as required by applicable Law or contributed to such Benefit Plan or the trust maintained in respect of such Benefit Plan;

(l) all assets of, or set aside in respect of, any Assumed Benefit Plans to the extent related to Liabilities assumed pursuant to Section 2.3(j);

(m) to the extent transferable pursuant to applicable law, all Licenses and Permits required for Sellers to conduct the Business as currently conducted or for the ownership, operation, use, maintenance, or repair of any of the Purchased Assets;

(n) all Books and Records (including Tax records and Tax Returns) (provided that Sellers may retain copies of Books and Records);

(o) all (i) Intellectual Property owned by any Seller and used or held for use in connection with the Business; (ii) Intellectual Property Agreements; and (iii) Incidental Licenses;

(p) all General Intangibles associated with the Business;

(q) all guarantees, representations, warranties, and indemnities associated with the operation of the business, including in respect of any Assumed Liabilities;

(r) subject to Section 7.6(d) and Section 2.1(u), all past, present, and future claims and causes of action whatsoever, including, but not limited to, Avoidance Actions and the proceeds thereof, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of Taxes) other than counterclaims and defenses related to Excluded Assets; for avoidance of doubt, these claims include, but are not limited to, all claims against equity holders, insiders, and sponsors of the Sellers, in addition to claims against the Sellers' current and former officers and directors;

(s) all prepayments, deposits, deferred assets, rights to refunds (including pre- and post-bankruptcy rights to Tax refunds), credits, rights to recover overpayments or other receivables, other than those related to Excluded Assets;

(t) all rights with respect to proofs of claim filed by or on behalf of any Seller in any bankruptcy, insolvency or restructuring case or proceeding other than the Bankruptcy Cases; and

(u) all of Sellers' rights and interests (free and clear of restrictions, conditions, or limitations, if any, in any of the organizational documents governing such rights and interests) to Preserve and prosecute past, present, and future claims and causes of action set forth in Section 2.1(r).

Solely with respect to the Dutch Shares, the Canadian Seller hereby sells to Purchaser and Purchaser hereby purchases such Dutch Shares free and clear of all Liens (other than Permitted Liens), subject to the terms and subject to the conditions set forth in this Agreement and any orders necessary to consummate the Closing. Subject to the terms and subject to the conditions set forth in this Agreement and any orders necessary to consummate the Closing, the Canadian Seller shall transfer the Dutch Shares on the Closing Date, free and clear of all Liens (other than Permitted Liens) and together with all right attached to the Dutch Shares to Purchaser, and Purchaser shall acquire and accept the Dutch Shares from the Canadian Seller through execution of the Dutch Deed of Transfer.

Section 2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, including anything to the contrary in Section 2.1 hereof, Purchaser shall not purchase or assume and shall not be deemed to have purchased or assumed, any Excluded Assets relating to the Business of Sellers or any Affiliates of Sellers, and Sellers and their Affiliates shall retain all right, title and interest to, in and under the Excluded Assets. "**Excluded Assets**" means Sellers' properties and assets set forth as follows:

(a) each Seller's Fundamental Documents;

(b) Equity Securities in any Seller;

(c) any Contracts that are not Purchased Contracts;

(d) any confidential personnel or other records pertaining to relating to employees of Sellers that are not Transferred Employees;

(e) all rights to any software used in any computer equipment included in the Purchased Assets, but only to the extent not freely transferable to Purchaser as set forth on Section 2.2 of the Seller Disclosure Schedule, as provided in accordance with the Original Asset Purchase Agreement;

(f) all equipment and other assets and items that are (i) owned by third parties or (ii) leased to any Seller or an Affiliate thereof, or are not freely assignable, saleable, and transferable to Purchaser, in each case, pursuant to a contract or agreement that is not a Purchased Contract;

(g) all assets of, or set aside in respect of, any of the Excluded Benefit Plans and any Assumed Benefit Plan (except as set forth in Section 2.1(l) above);

(h) retainers held by any professional retained by Sellers in connection with the Bankruptcy Cases, and any funds of Sellers held in escrow or reserve with respect to the fees and expenses of any professional retained by Sellers in connection with the Bankruptcy Cases;

(i) rights that accrue or will accrue to Sellers under any of the Transaction Documents with respect to the Sale;

(j) any directors and officers (or similar) insurance policies, any insurance policies of Sellers that cover directors and officers, and any rights thereunder;

(k) Excluded Employee Benefit Plans;

(l) Excluded Cash, the Additional Cash Consideration, the Deferred Fees and the Adequate Assurance Account; and

(m) rights to any Tax refunds of Sellers to the extent not assignable by Law;

provided, however, that Purchaser may designate any assets of Sellers as Excluded Assets (other than any Owned Real Property or Leased Real Estate) by written notice to Sellers at least five (5) Business Days prior to the Closing Date. For the avoidance of doubt, any such designation of Excluded Assets shall not change the amount of the Credit Bid.

Section 2.3 **Assumed Liabilities**. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall (or shall cause its designated Affiliate or Affiliates to) assume and be responsible for, effective as of the Closing, and thereafter pay, honor, perform and discharge as and when due, all of the Assumed Liabilities. "**Assumed Liabilities**" means the Liabilities and obligations of Sellers set forth as follows:

(a) all Liabilities of Sellers relating to or arising under (i) Purchased Contracts, including all Cure Costs, (ii) Permits included within Purchased Assets, and (iii) Intellectual Property rights included within Purchased Assets;

(b) (i) Liabilities owed to vendors who provided goods and/or services to Sellers in the ordinary course of business on or after the Petition Date; *provided, however,* that Purchaser may contest the validity of any such vendor purchase orders in the ordinary course of business; (ii) Liabilities constituting 503(b)(9) Claims which shall be paid by Purchaser (A) on or within seven (7) days upon the Closing Date or (B) if subject to a vendor agreement entered into pursuant to the Critical Vendor Order, pursuant to the terms of such agreement; and (iii) Liabilities of Sellers under the Critical Vendor Agreements;

(c) all Cure Costs and any obligation to provide adequate assurance of future performance;

(d) all Liabilities of Sellers (other than in respect of Taxes, except for Assumed Tax Liabilities) relating to, or arising in respect of, the Purchased Assets accruing, arising out of or relating to (i) events, occurrences, acts or omissions occurring or existing after the Closing Date or (ii) the operation of the Business or the Purchased Assets after the Closing Date;

(e) the Assumed Tax Liabilities;

(f) any Liabilities for wages and salaries, vacation and other time-off and commissions accrued but unpaid in the ordinary course of business in respect of service by a Business Employee after the last day covered by the last regularly scheduled payroll date of Sellers and their respective Affiliates and Subsidiaries to occur on prior to the Closing Date and any payroll taxes associated therewith;

(g) any pay in lieu of notice, termination pay, severance pay or similar amount, in each case, that is required to be paid by applicable Law to a Retention Eligible Employee who does not receive an Offer and who is terminated by Sellers on or about the Closing Date;

(h) all Liabilities for claims of customers incurred in the ordinary course of business arising after the Filing Date; *provided, however,* that Purchaser may contest any such customer claims in the ordinary course of business;

(i) all Liabilities in respect of Transferred Employees accruing from and after the Closing Date, but only to the extent arising out of or relating to their employment by Purchaser or any of its Affiliates or with respect to Business Employees in Canada that are assumed by the operation of labour relations and minimum employment standards Laws;

(j) (i) all Liabilities under any Assumed Benefit Plan with respect to any Transferred Employee, (ii) all Liabilities under the Assumed Benefit Plan that is a self-insured short-term disability plan of the Canadian Seller, and (iii) all Liabilities under the Canadian Pension Plans that are assumed by Purchaser; *provided*, that in no event shall any Liabilities or obligations in respect of any retiree life insurance or retiree health or welfare benefits be Assumed Liabilities except with respect to Business Employees in Canada that are assumed by the operation of labour relations Laws;

(k) all Liabilities to contribute amounts withheld by Sellers and their respective Subsidiaries prior to the Closing from the compensation payable to any Business Employee that is required by applicable Law or the terms of any Benefit Plan that has not, as of the Closing Date, been transferred as required by applicable Law or contributed to such Benefit Plan or the trust maintained in respect of such Benefit Plan;

(l) all Environmental Liabilities relating to any Owned Real Property or Leased Real Estate, including Environmental Liabilities relating to, resulting from, caused by or arising out of: (i) the ownership, operation or control of the Purchased Assets, to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing before or after the Closing Date; (ii) the presence, Environmental Release of or exposure to any Hazardous Materials at, on or under or migrating from any real property or otherwise included in the Real Property; (iii) the presence or Environmental Release of any Hazardous Materials in concentrations in excess of Environmental Law to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing before or after the Closing Date; (iv) the transportation, storage, treatment, disposal, generation, manufacturing, recycling, reclamation, use or other handling of any Hazardous Materials with respect to the Purchased Assets and to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or

existing before or after the Closing Date; (v) the presence, existence or human exposure to asbestos at, on, under or within any Purchased Asset in violation of Environmental Law, to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing before or after the Closing Date; (vi) any violations of Environmental Law, to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing prior to or after the Closing Date; or (vii) the matters set forth on Section 5.15 of the Seller Disclosure Schedule;

(m) all obligations, commitments and Liabilities under any Permits that are assigned to Purchaser hereunder;

(n) all obligations and Liabilities, including on account of rent and Utility Services, accruing under any Leases;

(o) all Pre-Petition Term Loan Obligations, excluding the amount of such Pre-Petition Term Loan Obligations equaling the Credit Bid (as such Credit Bid amount may be increased pursuant to Section 3.1).

Section 2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not assume, and shall be deemed not to have assumed, any Liabilities relating to the Business of Sellers or any Affiliate of Sellers and Sellers and their Affiliates shall be solely and exclusively liable with respect to all such Liabilities, other than the Assumed Liabilities (collectively, the "**Excluded Liabilities**"), including:

(a) any Liability of any Seller relating to any Excluded Asset;

(b) any Liabilities of any Seller relating to or arising under vendor purchase orders arising in the ordinary course of business prior to the Filing Date and not otherwise constituting a 503(b)(9) Claim;

(c) all Liabilities under Indebtedness for borrowed money of Sellers;

(d) all Liabilities in relation to Taxes (or the non-payment thereof) of Sellers or their Affiliates for any taxable period other than Assumed Tax Liabilities;

(e) all Excluded Employee Liabilities and any and all Liabilities or obligations in respect of any retiree life insurance or retiree health or welfare benefits except with respect to Business Employees in Canada that are assumed by the operation of labour relations Laws;

(f) all Environmental Liabilities relating to, resulting from, caused by or arising out of the Excluded Assets;

(g) all Rejection Damages Claims;

(h) any tort Liabilities of any Seller;

(i) all Liabilities relating to the CARES Act, including any obligation with respect to deferred payroll Taxes;

(j) all Indemnification Claims; and

(k) all Liabilities referenced on Section 2.4(k) of the Seller Disclosure Schedule, as supplemented or amended by Purchaser in accordance with the terms of the Original Asset Purchase Agreement.

Section 2.5 Contract Designation Rights.

(a) No later than fourteen (14) days after the Petition Date, Sellers shall deliver to Purchaser a list of Contracts of each Seller with the anticipated amount of the Cure Costs associated with each Contract. Sellers shall cooperate with and provide such additional information to Purchaser in order to identify and provide to Purchaser as promptly as practicable all Material Contracts related to the Business (and the related Cure Costs), as well as Cure Costs of non-Material Contracts subject to assumption or assignment or rejection or disclaimer hereunder. Notwithstanding the foregoing, (i) prior to the Closing Date, Sellers shall supplement such list to add any Material Contracts entered into by Sellers during the pendency of the Bankruptcy Cases and (ii) on and within sixty-five (65) days after the Closing Date, Purchaser retains the right to assume any executory Contract that is not listed on Section 5.10(a) of the Seller Disclosure Schedule as of the Closing Date.

(b) No later than fourteen (14) days after the Petition Date, US Sellers shall file a motion, which shall be in form and substance acceptable to Purchaser, acting reasonably, and which motion may be the US Sale Motion, seeking, authorization and approval for certain assumption and assignment procedures including, among other things, seeking authority to (i) cause notice to be provided to all counterparties to the Contracts of the US Sellers regarding the potential assumption and assignment to Purchaser of all of the Contracts, except for any such Contracts that Purchaser previously has advised Sellers in writing that Purchaser does not wish to assume and (ii) fix the Cure Costs associated with each Contract as of the US Sale Hearing (or as of such later date acceptable to Purchaser). Sellers shall obtain entry of an order approving such motion no later than February 21, 2023.

(c) To the extent required to effectuate the assignment of a Contract, in the CCAA Sale Motion, Canadian Seller shall seek, among other things, an Order of the CCAA Court for approval of certain assumption and assignment procedures to, among other things, (i) assign to Purchaser all of the Contracts of the Canadian Seller, except for any such Contracts that Purchaser previously has advised Sellers in writing that Purchaser does not wish to assume and (ii) fix the Cure Costs associated with each Contract as of the CCAA Sale Hearing (or as of such later date acceptable to Purchaser). Canadian Seller shall obtain entry of such Order no later than March 30, 2023 or such later date as Canadian Seller and Purchaser may agree.

(d) Any motions filed by Sellers with, and any proposed Orders submitted by Sellers to, the US Bankruptcy Court or the CCAA Court seeking authorization after the date hereof to assign or assume or disclaim or reject any Contracts shall be satisfactory in form and substance to Purchaser. Sellers shall obtain consent from Purchaser prior to amending, modifying, or compromising Cure Costs or other material terms of any Contract.

(e) Except as otherwise provided in Section 2.3(b), for the purpose of determining whether a Contract of Sellers shall be included as a Purchased Contract or an Excluded Asset, from and after the Filing Date all Contracts shall be treated as follows:

(i) no later than the Bid Deadline, Purchaser shall notify Sellers in writing of those Contracts which Purchaser desires to be designated to be assumed by Sellers and assigned to Purchaser on the Closing Date, subject to later redesignation pursuant to Section 2.5(e)(iii) hereof;

(ii) any Contracts entered into during the pendency of the Bankruptcy Cases shall be designated to be assigned to Purchaser, unless Purchaser notifies Sellers in writing that it will not purchase such Contract prior to the Closing Date, in which case such Contract shall not be assigned to Purchaser and shall be included as an Excluded Asset; and

(iii) at any time prior to the Closing Date, Purchaser shall notify Sellers in writing of any Contracts which Purchaser does not desire to be assumed by Sellers and assigned to Purchaser, in which case any such Contracts shall not be assigned to Purchaser and shall be included as Excluded Assets and may be rejected by Sellers; *provided* that, for a period of sixty-five (65) days after the Closing Date, Purchaser may notify Sellers in writing of Contracts (other than Contracts of the Canadian Seller) that it no longer wishes to purchase and assume in the event the consents set forth in Section 2.5(h) hereof are not obtained within a reasonable period of time.

(iv) Purchaser shall provide, with respect to any Contract designated to be assumed and assigned hereunder, such information or documentation related to "adequate assurance of future performance" as shall be reasonably required in connection with the assumption and assignment of such Contract, and upon US Bankruptcy Court or CCAA Court, as applicable, approval for the assumption and assignment thereof to Purchaser, any such Contract so designated shall constitute a Purchased Asset hereunder, subject to later redesignation pursuant to Section 2.5(e)(iii) hereof. Any Contract that is not assumed and assigned as provided above or in Section 2.3(b) shall be an Excluded Asset, and shall not constitute a Purchased Asset hereunder. Except as otherwise provided in Section 2.5(h), to the extent that, prior to Closing, any Purchased Contract is not subject to an order of the US Bankruptcy Court or the CCAA Court with respect to the assumption and assignment of such Purchased Contract, any Liabilities of Sellers related to such Purchased Contract shall be the responsibility of Sellers until such Purchased Contract is either assumed by Sellers and assigned to Purchaser or rejected or disclaimed by Sellers.

(f) From and after the date hereof through the Closing, Sellers shall not reject, repudiate, disclaim or take any action (or fail to take any action that would (or would reasonably be likely to) result in rejection by operation of Law) to reject, repudiate or disclaim any material Contract without the prior written consent of Purchaser.

(g) Nothing in this Agreement shall be construed as an attempt by Sellers to assign any Contract to the extent that such Contract is not assignable under the US Bankruptcy Code, the CCAA or otherwise without the consent of the other party or parties thereto where the consent of such other party has not been given or received, as applicable.

(h) With respect to any Purchased Contract (other than a Lease for Leased Real Estate) for which the consent of a party thereto to the assignment thereof is required notwithstanding the entry or granting of the Sale Orders that shall not have been obtained at Closing and any claim, right or benefit arising thereunder or resulting therefrom, to the extent Purchaser waives the condition set forth in Section 9.2(d) (to the extent applicable), prior to the Closing Date, Sellers and Purchaser shall use reasonable efforts to obtain as expeditiously as possible the written consent of the other party or parties to such Contract necessary for the assignment thereof to Purchaser. Until any such consent, waiver, confirmation, novation or approval is obtained, for a period of sixty-five (65) days from the Closing Date, Sellers and Purchaser shall cooperate to establish an arrangement reasonably satisfactory to Sellers and Purchaser under which Purchaser would obtain the claims, rights and benefits and assume the corresponding Liabilities and obligations thereunder (including by means of any subcontracting, sublicensing or subleasing arrangement). In such event, Sellers will hold in trust for and promptly pay to Purchaser, when received, all moneys received by them under any such Purchased Contract or any claim, right or benefit arising thereunder and Purchaser shall be solely responsible for the costs of any such Purchased Contract. Purchaser acknowledges that no adjustment to the Purchase Price shall be made for any Contracts that are not assigned. Until such written consent is obtained, Purchaser shall have the ability to designate the Contract as an Excluded Asset. Nothing in this paragraph shall be deemed a waiver of Purchaser's right to receive an effective assignment of all of the Purchased Assets at Closing nor shall any Contracts covered by this paragraph be deemed to constitute Excluded Assets solely by virtue of this paragraph.

(i) Within sixty-five (65) days after the Closing Date, US Sellers shall file with the US Bankruptcy Court and Canadian Seller shall file with the CCAA Court a final list of Purchased Contracts.

ARTICLE III
PURCHASE PRICE

Section 3.1 Purchase Price. On the terms and subject to the conditions hereof, at the Closing, the aggregate consideration for the Purchased Assets shall consist of: (a) (i) an amount in cash sufficient for the repayment in full of the Obligations (as defined in the DIP Credit Agreement) and Pre-Petition ABL Obligations (as defined in the DIP Credit Agreement), as provided for in Section 1.4 of the DIP Credit Agreement, including cash collateralization of any outstanding letters of credit or financial assurances issued under the DIP Facility and Bank Products (as defined in the DIP Credit Agreement) in accordance with the terms thereof; (ii) the Additional Cash Consideration; (iii) the Deferred Fees; (iv) the PHI Stock, which shall be transferred by Purchaser to certain US Sellers in exchange for the US Purchased Assets, pursuant to certain documentation in form and substance reasonably acceptable to Sellers and Purchaser; (v) the assumption of the Assumed Liabilities, and (vi) credit bids from certain Affiliates of Purchaser, on a dollar-for-dollar basis, including pursuant to section 363(k) of the US Bankruptcy Code, in an aggregate amount of $45,000,000 of the Pre-Petition Term Loan Obligations (the "**Credit Bid**"), including, immediately following the transfer of the PHI Stock described in clause (iv) above, a credit bid by an Affiliate of Purchaser arising out of the Pre-Petition Term Loan Obligations of the US Sellers, in exchange for the PHI Stock (the sum of clauses (i)-(vi), the "**Purchase Price**"); *provided*, that Purchaser reserves the right, by written notice to Sellers at least three (3) Business Days prior to the Bid Deadline, to increase the Credit Bid (and therefore increase

the Purchase Price) up to the full amount of the Pre-Petition Term Loan Obligations; *provided, further*, that Purchaser reserves the right to increase the Credit Bid further in connection with an Auction.

Section 3.2 **Allocation of Purchase Price**. Purchaser and Sellers agree that the purchase price, as determined for U.S. federal income Tax purposes, shall be allocated in accordance with Section 1060 of the IRC and the Treasury Regulations promulgated thereunder in accordance with an allocation schedule (the "**Allocation Schedule**"). Within one hundred and twenty (120) calendar days after the Closing Date, Purchaser shall deliver to Sellers a draft allocation of the purchase price, as determined for U.S. federal income Tax purposes. If, within thirty (30) calendar days of Sellers' receipt of Purchaser's proposed allocation, Sellers do not deliver Purchaser written notice (a "**Seller Allocation Objection Notice**") of any objections that they have to such allocation, Purchaser's proposed allocation shall be the Allocation Schedule. If Sellers timely deliver to Purchaser a Seller Allocation Objection Notice, then Purchaser and Sellers shall work together in good faith to resolve the disputed items. If Purchaser and Sellers are unable to resolve all of the disputed items within thirty (30) calendar days of Purchaser's receipt of the Seller Allocation Objection Notice (or such later date as Purchaser and Sellers may agree), then Purchaser and Sellers shall refer the disputed items for resolution to an accounting firm of national reputation mutually acceptable to Purchaser and Sellers, with no existing relationship with either Purchaser or Sellers and such accounting firm shall determine the Allocation Schedule. Sellers and Purchaser shall (a) use the Allocation Schedule for the purpose of making the requisite filings under Section 1060 of the IRC, and the Treasury Regulations thereunder, (b) report, and cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the transactions contemplated herein, and in particular to report the information required by Section 1060(b) of the IRC, and file IRS Form 8594 (Asset Acquisition Statement under Section 1060 of the IRC) in a manner consistent with the Allocation Schedule unless otherwise required by a "determination" within the meaning of IRC Section 1313, and (c) promptly notify the other of the existence of any Tax audit, controversy, or litigation related to the Allocation Schedule. Notwithstanding the allocation of the purchase price agreed among the parties hereto pursuant to this Section 3.2 for the aforementioned Tax purposes, nothing in the foregoing shall be determinative of values ascribed to the Purchased Assets or the allocation of the value of the Purchased Assets for any other purpose. With respect to the Canadian Seller and the Canadian Purchased Assets, the purchase price shall be allocated among the Canadian Purchased Assets in a manner entirely consistent with Schedule Section 3.2. Purchaser and Canadian Seller shall each report an allocation of the purchase price among the Canadian Purchased Assets in a manner consistent with Schedule Section 3.2 and shall file all Tax Returns (including amended returns and claims for refunds) and elections required under the Tax Act or equivalent Canadian provincial Law in a manner consistent with such allocation. Notwithstanding the foregoing, to the extent an allocation of purchase price to specific assets are necessary as of the Closing so as to facilitate payments of Transfer Taxes required to be paid as of Closing, the parties will work together in good faith to determine those amounts prior to Closing.

Section 3.3 **Withholding Rights**. Purchaser and any other applicable withholding agent shall be entitled to deduct and withhold with respect to any payments made pursuant to this Agreement such amounts that are required to be deducted and withheld with respect to any such payments under the IRC, Tax Act or any other provision of applicable Law. Before withholding or deducting any amounts hereunder, the applicable withholding agent shall notify Sellers of its

intent to withhold at least five (5) days before deducting or withholding any such amounts. To the extent any such amount is to be so deducted and withheld by Purchaser, such amounts shall be timely paid over to, or deposited with, the relevant Governmental Authority in accordance with the provisions of applicable Law. Any such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Persons in respect of which such deduction and withholding was made.

ARTICLE IV
CLOSING

Section 4.1 **The Closing**. The closing of the Sale (the "**Closing**") shall take place at the offices of King & Spalding LLP, at 10:00 a.m. local time, on the first (1st) Business Day after the date upon which all conditions set forth in ARTICLE IX hereof have been satisfied or waived (other than those conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions), or at such other place, date and time as the parties may agree. The parties agree to consummate the Closing substantially in accordance with the closing steps memorandum in the form attached hereto as Exhibit D, the final form of which shall be acceptable to and exchanged between the parties prior to the Closing.

Section 4.2 **Deliveries at the Closing**.

(a) Sellers shall deliver or shall cause to be delivered to Purchaser the following at the Closing:

(i) bills of sale, assignment agreements and other customary transfer documents necessary to transfer to Purchaser (or its Affiliate) all right, title and interest of Sellers to or in the Purchased Assets, in form and substance reasonably acceptable to Sellers and Purchaser;

(ii) a bring-down certificate signed by a Responsible Officer of each Seller (in form and substance satisfactory to Purchaser acting reasonably) certifying that the closing conditions set forth in Section 9.2(a) and Section 9.2(b) have been satisfied or waived;

(iii) certificates signed by a Responsible Officer of each Seller to which is attached (A) a certificate reflecting the incumbency and true signatures of the officers of such Seller who execute this Agreement and other Transaction Documents on behalf of such Seller and (B) true and correct copies of the resolutions of the boards of directors of each Seller with respect to the transactions contemplated by this Agreement and the Transaction Documents;

(iv) a certificate from the Secretary of State or other applicable Governmental Authority of the jurisdiction of formation or incorporation, as applicable, dated within ten (10) days of the Closing Date, with respect to the existence and good standing of Sellers (other than Dominion Colour Corporation (USA));

(v) a valid, complete and accurate IRS Form W-9 in respect of each US Seller, or, in the case of a US Seller that is disregarded as separate from its owner for U.S. federal income Tax purposes, in respect of such Seller's regarded owner;

(vi) the applicable Tax elections required by Section 8.2 duly executed by the Canadian Seller;

(vii) assignment agreements, duly executed by an authorized officer of each applicable Seller, required to assign any Intellectual Property included in the Purchased Assets;

(viii) an assignment and assumption agreement, duly executed by each Seller;

(ix) the Books and Records;

(x) a duly legalized power of attorney on behalf of the Canadian Seller and DCL Corporation (NL) B.V. for purposes of executing the Dutch Deed of Transfer, together with the instruction that the Dutch civil law notary (*notaris*) in the Netherlands or any of its deputies may proceed with the execution of the Dutch Deed of Transfer in substantially the form attached as Exhibit A to this Agreement;

(xi) the shareholders' register of DCL Corporation (NL) B.V. to the Dutch civil law notary (*notaris*) in the Netherlands in which the transfer of the Dutch Shares will be recorded;

(xii) a duly executed transfer into the name of Purchaser in respect of the UK Shares;

(xiii) a voting power of attorney duly executed by the Canadian Seller to allow Purchaser to vote in respect of the UK Shares;

(xiv) the statutory registers (including the register of members) of DCL Corporation (Europe) Limited;

(xv) the web-filing details for DCL Corporation (Europe) Limited and its respective Companies House authentication code;

(xvi) a copy of a resolution of the board of directors of DCL Corporation (Europe) Limited authorizing the transfer of the UK Shares and the registration of the transfer of the UK Shares;

(xvii) certificates evidencing the Acquired Subsidiaries' shares, to the extent that such Acquired Subsidiaries' shares are in certificate form, duly endorsed in blank or with stock powers or similar instruments of transfer duly executed in proper form for transfer, and, to the extent that such Acquired Subsidiaries' shares are not in certificated form, other evidence of ownership or assignment in form and substance reasonably satisfactory to Purchaser;

(xviii) written resignations, in form and substance reasonably satisfactory to Purchaser, of each of the officers and directors of each Acquired Subsidiary, as requested by Purchaser in writing not less than five (5) Business Days prior to the Closing Date;

(xix) an irrevocable direction to Purchaser directing, among other things, (A) the payment to the Monitor of the CCAA Cash Pool and Canadian Designated Amount Portion allocated to the Canadian Seller, (B) the payment of the applicable Deferred Fees to the Canadian Professionals, (C) the payment to the US Sellers of the applicable Deferred Fees for the US Professionals; *provided, however,* that in respect to Deferred Fees paid to the US Sellers pursuant to this Section 4.2(a)(xix)(C), the US Sellers shall promptly return to Purchaser any Deferred Fees not subsequently allowed by final order of the US Bankruptcy Court; and

(xx) such other instruments as are reasonably requested by Purchaser and otherwise necessary to consummate the Sale.

(b) Purchaser shall deliver or cause to be delivered to Sellers, or their designees at the Closing:

(i) the Purchase Price;

(ii) an amount equal to ETA Taxes, if any, that are required to be paid at Closing;

(iii) a bring-down certificate signed by a Responsible Officer of Purchaser (in form and substance satisfactory to Sellers, acting reasonably) certifying that the closing conditions set forth in Section 9.3(a) and Section 9.3(b) have been satisfied or waived;

(iv) a certificate signed by a Responsible Officer of Purchaser to which is attached: (A) true and correct copies of the resolutions of the board of directors of Purchaser with respect to the transactions contemplated by this Agreement and the Transaction Documents and (B) a certificate reflecting the incumbency and true signatures of the officers of Purchaser who execute this Agreement and other Transaction Documents on behalf of Purchaser;

(v) a certificate from the Secretary of State or other applicable Governmental Authority of the jurisdiction of formation or incorporation, as applicable, dated within ten (10) days of the Closing Date, with respect to the existence and good standing of Purchaser;

(vi) the applicable Tax elections required by Section 8.2 duly executed by Purchaser;

(vii) an assignment and assumption agreement, duly executed by Purchaser;

(viii) a duly legalized power of attorney on behalf of Purchaser for purposes of executing the Dutch Deed of Transfer, together with the instruction that the Dutch civil law notary (*notaris*) in the Netherlands or any of its deputies may proceed with the execution of the Dutch Deed of Transfer in substantially the form attached as Exhibit A to this Agreement; and

(ix) such other Instruments as are reasonably requested by Sellers and otherwise necessary to consummate the Sale and reasonably acceptable to Purchaser.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLERS

Subject to US Bankruptcy Court and CCAA Court approval of this Agreement and except as set forth in the disclosure schedule delivered by Sellers (the "**Seller Disclosure Schedule**") to Purchaser simultaneously with the execution and delivery hereof, as may be updated in accordance with Section 7.15, Sellers jointly and severally represent and warrant to Purchaser that:

Section 5.1 Organization, Standing and Corporate Power. Each Seller and each Acquired Subsidiary is an entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction in which it is formed or incorporated and has the requisite power and authority to carry on its business as now being conducted. Each Seller and each Acquired Subsidiary is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed (individually or in the aggregate) could not reasonably be expected to have a Material Adverse Effect.

Section 5.2 Compliance with Applicable Laws; Permits.

(a) Each Seller and each Acquired Subsidiary has complied for the past three (3) years and is currently in compliance, in each case, in all material respects, with each Law applicable to the conduct of the Business.

(b) Sellers and the Acquired Subsidiaries hold all Permits and Licenses necessary for the conduct of the Business as presently conducted, other than any such Permits or Licenses the absence of which would not reasonably be expected to be, individually or in the aggregate, material to the Purchased Assets or the Business (in each case, taken as a whole) (the "**Business Permits**"). Each of the Business Permits owned, held or possessed by any of the Sellers or the Acquired Subsidiaries is valid, subsisting and in full force and effect. The operation of the Business as currently conducted is not in material violation of, nor is any Seller or Acquired Subsidiary in default or material violation under, any Business Permit and, to the Knowledge of Sellers, no event has occurred which would constitute a default or violation of any material term, condition or provision of any Business Permit, in each case, that would be reasonably be expected to have a Material Adverse Effect. No suspension, cancellation or non-renewal of any Business Permit is pending or, to the Knowledge of Sellers, threatened. Each Seller and Acquired Subsidiary has complied in all material respects, and is in compliance in all material respects, with all terms and conditions of the Business Permits, except as would not reasonably be expected to have a Material Adverse Effect.

Section 5.3 Authority; Noncontravention.

(a) Subject to the US Bankruptcy Court's entry of the US Sale Procedures Order and the US Sale Order and the CCAA Court's granting of the CCAA Sale Procedures Order and the CCAA Sale Order, (i) each Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and (ii) the execution and delivery of this Agreement by Sellers and the consummation by Sellers of the

transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of each Seller. This Agreement has been duly executed and delivered by each Seller and, assuming this Agreement constitutes a valid and binding agreement of Purchaser and subject to entry or granting of the Sale Orders, constitutes a valid and binding obligation of each Seller, enforceable against each Seller in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and (y) general principles of equity, regardless of whether enforcement is sought in a proceeding at law or in equity.

(b) Subject to the US Bankruptcy Court's entry of the US Sale Procedures Order and the US Sale Order and the CCAA Court's granting of the CCAA Sale Procedures Order and the CCAA Sale Order, the execution and delivery by each Seller of this Agreement or any other Transaction Documents to which a Seller is a party does not, and the consummation by Sellers of the transactions contemplated by this Agreement or any other Transaction Documents to which a Seller is a party, and compliance by Sellers with the provisions of this Agreement or any other Transaction Documents to which a Seller is a party, shall not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation, modification or acceleration of any obligation or to a loss of a benefit under, or result in the creation of any Lien upon any of the properties or assets of any Seller under (i) the Fundamental Documents of any Seller or an Acquired Subsidiary or (ii) subject to the governmental filings and other matters referred to in Section 5.6(c), any Laws applicable to any Seller or an Acquired Subsidiary or its respective properties or assets other than, in each case, any such conflicts, violations, defaults, rights, losses or Liens that (individually or in the aggregate) would not reasonably be expected to have a Material Adverse Effect.

(c) No Consent of any Governmental Authority, or any third party pursuant to any Material Contract, is required by or with respect to any Seller in connection with the execution and delivery of this Agreement by such Seller, or the consummation by such Seller of the transactions contemplated by this Agreement, except for (i) the Consents set forth in Section 5.3(c) of the Seller Disclosure Schedule, (ii) the entry or granting of the Sale Orders by the US Bankruptcy Court and the CCAA Court, as applicable, (iii) compliance with any applicable requirements of the Exchange Act, Securities Act or the Competition Act, and (iv) such other Consents as to which the failure to obtain or make (individually or in the aggregate) would not reasonably be expected to be materially adverse to the Business.

Section 5.4 Acquired Subsidiaries.

(a) Capitalization.

(i) The Canadian Seller has full legal and beneficial title (*juridisch en economisch gerechtigde tot*) to the Acquired Subsidiaries' shares. The Dutch Shares constitute the whole of the issued and outstanding share capital of DCL Corporation (NL) B.V., and the UK Shares constitute the whole of the issued and outstanding share capital of DCL Corporation (Europe) Limited.

(ii) Each of the Dutch Shares is fully paid-up and upon execution of the Deed of Transfer will be free and clear of any Liens.

(iii) Each of the UK Shares is fully paid-up and free and clear of any Liens.

(iv) Except for the Transaction Documents, there are no options, warrants, rights, agreements, pledges, calls, puts, rights to subscribe, conversion rights or other arrangements or commitments to which DCL Corporation (NL) B.V. is a party or which is binding upon DCL Corporation (NL) B.V. providing for the issuance, disposition or acquisition of any of its capital or any rights or interests exercisable therefor, and there are no equity appreciation, phantom equity, profit sharing or similar rights with respect to DCL Corporation (NL) B.V. DCL Corporation (NL) B.V. is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or revoke any shares in its capital. There are no outstanding depositary receipts *(certificaten)* in relation to the Dutch Shares.

(v) Other than the obligations resulting from the Transaction Documents and the restrictions set out in the constitutional documents of DCL Corporation (NL) B.V., there are: (i) no obligations with respect to any of the Dutch Shares restricting the transfer of any such shares or the payment of dividends, (ii) no agreements or arrangements binding on the Canadian Seller that require approval or notice for transfer of any of the Dutch Shares or the payment of dividends and (iii) no agreements or arrangements (including proxies) in relation to the voting rights connected to any of the Dutch Shares.

(vi) Except for the Acquired Subsidiaries' shares, there are no outstanding securities or other similar equity ownership interests of any class or type of or in any of the Acquired Subsidiaries. There are no outstanding options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, agreements or commitments of any kind pursuant to which any of the Acquired Subsidiaries is or may become obligated to (i) issue, deliver, transfer, sell or otherwise dispose of any of its securities, or any securities convertible into or exercisable or exchangeable for its securities, or (ii) redeem, purchase or otherwise acquire any outstanding securities of any of the Acquired Subsidiaries.

(vii) Holdings owns 100% of the issued and outstanding capital stock of H.I.G. Colors, Inc., a Delaware corporation ("**Colors**"). Colors owns (i) 100% of the issued and outstanding membership interest of DCL Corporation (BP), LLC, a Delaware limited liability company, and (ii) 100% of the issued and outstanding capital stock of DCL Holdings (USA), Inc., a Delaware corporation ("**Holdings USA**"). Holdings USA owns 100% of the issued and outstanding membership interests of DCL Corporation (USA), LLC, a Delaware limited liability company.

(b) No Subsidiaries. None of the Acquired Subsidiaries has any Subsidiary, and none of the Acquired Subsidiaries owns or has the right to acquire, directly or indirectly, any outstanding capital stock of, or other equity interests in, any other Person.

Section 5.5 [Reserved].

Section 5.6 Real Properties.

(a) Except as set forth in Section 5.6(a) of the Seller Disclosure Schedule, Sellers and the Acquired Subsidiaries (i) have good and valid title in and to all Owned Real Property, (ii) have good and valid leasehold interest in and to all Leased Real Estate and (iii) have good and valid title to all other Purchased Assets constituting Structures or otherwise have the right to use such other Purchased Assets pursuant to a valid and enforceable lease, license or similar contractual arrangement, in each case free and clear of any Liens, other than Permitted Liens.

(b) Except as set forth in Section 5.6(b) of the Seller Disclosure Schedule, the Owned Real Property and Leased Real Estate constitutes all of the real property assets used by Sellers and the Acquired Subsidiaries for the conduct of the Business in substantially the same manner in all material respects as such Business is being operated as of the date hereof. Except as set forth in Section 5.6(b) of the Seller Disclosure Schedule or as disclosed by registered title to the Owned Real Property (provided same is a Permitted Lien), to the Knowledge of Sellers, there are no facts or conditions affecting any Owned Real Property or Leased Real Estate that could reasonably be expected, individually or in the aggregate, to interfere with the current use, occupancy or operation of such Owned Real Property or Leased Real Estate in any material respect. Except as set forth in Section 5.6(b) of the Seller Disclosure Schedule, only Sellers and the Acquired Subsidiaries conduct the Business and the Business is not conducted through any other divisions or any direct or indirect Subsidiary or Affiliate of any Seller.

(c) Section 5.6(c) of the Seller Disclosure Schedule sets forth a complete and correct list of all of the real property leased, licensed or otherwise granted to Sellers and the Acquired Subsidiaries and each Lease with respect thereto (and all interests leased pursuant to such Leases, the "**Leased Real Estate**"), including the addresses thereof and all written amendments or modifications to the Leases. Sellers have delivered to Purchaser true, correct and complete copies of all Leases, including all written amendments or modifications thereto, and the Leases are unmodified and in full force and effect. No Seller nor Acquired Subsidiary is a sublessor or grantor under any sublease or other instrument granting to another Person any right to the possession, lease, occupancy or enjoyment of the Leased Real Estate, except as set forth on Section 5.3(c) of the Seller Disclosure Schedule. With respect to each Lease, except as set forth in Section 5.6(c) of the Seller Disclosure Schedule and except with respect to any Bankruptcy-Related Default:

(i) except with respect to any Bankruptcy-Related Defaults, the Leases are in full force and effect and are valid, binding and enforceable against the applicable Seller and Acquired Subsidiary, to the Knowledge of Sellers, any counterparty to such Leases in accordance with their respective terms;

(ii) no amount payable under any Lease is past due except as set forth in Section 5.6(c) of the Seller Disclosure Letter;

(iii) each Seller and the Acquired Subsidiary is in compliance in all material respects with all commitments and obligations on its part to be performed or observed under each Lease and has no Knowledge of Sellers of the failure by any other party to any Lease to comply in all material respects with all of its commitments and obligations thereunder;

(iv) no Seller nor Acquired Subsidiary has received any written notice (A) of a default (which has not been cured), offset or counterclaim under any Lease, or, any other written communication calling upon it to comply with any provision of any Lease or asserting noncompliance, or asserting such Seller or the Acquired Subsidiary has waived or altered its rights thereunder, and no event or condition has happened or presently exists which constitutes a default or, after notice or lapse of time or both, would constitute a default under any Lease on the part of any Seller or the Acquired Subsidiary or, to the Knowledge of Sellers, any other party, or (B) of any Action against any party under any Lease which if adversely determined would result in such Lease being terminated; and

(v) no Seller nor the Acquired Subsidiary has assigned, subleased, sublicensed, mortgaged, pledged or otherwise encumbered or transferred its interest, if any, under any Lease, other than Permitted Liens; and

(vi) to the extent that any Lease is within the period prescribed in such Lease for exercise of any renewal, each Seller and each Acquired Subsidiary has timely exercised any option to extend or renew the term thereof.

(d) Section 5.3(d) of the Seller Disclosure Schedule sets forth each parcel of real property owned by each Seller and each Acquired Subsidiary and used in or necessary for the conduct of the Business as currently conducted (together with all Structures and all easements, rights-of-way and other rights and privileges appurtenant thereto, collectively, the "**Owned Real Property**"), including with respect to each property, the address location and use. Each Seller has delivered to Purchaser copies of the deeds and other instruments (as recorded) by which such Seller or Acquired Subsidiary acquired such parcel of Owned Real Property, and copies of any title insurance policies, opinions, abstracts and surveys, in each case in the possession of such Seller or Acquired Subsidiary with respect to such parcel. With respect to each parcel of Owned Real Property:

(i) the applicable Seller or Acquired Subsidiary has good and marketable fee simple title as legal and beneficial owner, free and clear of all Liens, except Permitted Liens;

(ii) such Seller or Acquired Subsidiary has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and

(iii) there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein.

(e) Except as disclosed in Section 5.6(c) and Section 5.6(d) of the Seller Disclosure Schedule, (i) to the Knowledge of Sellers, there are no pending or threatened expropriation or condemnation proceedings by or before any Governmental Authority with respect to any Owned Real Property or Leased Real Estate and (ii) no Seller nor Acquired Subsidiary has received any written notice from any Governmental Authority of any zoning, ordinance, building,

fire, health or safety code or other legal violation in respect of any Owned Real Property or Lease that could reasonably be expected to have a Material Adverse Effect.

(f) Except as disclosed in Section 5.6(c) and Section 5.6(d) of the Seller Disclosure Schedule, to the Knowledge of the Sellers, no improvements constituting a part of the Owned Real Property or Leased Real Estate encroach on any real property not owned, leased or licensed by Sellers to the extent that removal of such encroachment could reasonably be expected to materially impair the manner and extent of the current use, occupancy and operation of such improvements.

(g) Except as disclosed in Section 5.6(c) and Section 5.6(d) of the Seller Disclosure Schedule and except with respect to any Bankruptcy-Related Default, Sellers and the Acquired Subsidiaries are in possession of the Owned Real Property and Leased Real Estate, respectively, and enjoy peaceful and undisturbed possession of such real property in all material respects

(h) This Agreement shall be effective to create an interest in the Owned Real Property only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with on or before the Closing. To the Knowledge of the Sellers, completion of the transactions contemplated by this Agreement do not require any Consent under the *Planning Act* (Ontario).

Section 5.7 Tangible Personal Property. Except as set forth in Section 5.7 of the Seller Disclosure Schedule and other than the Excluded Assets, Sellers have good and valid title to, or have good and valid leasehold interests in, all material items of tangible personal property that is included in the Purchased Assets, free and clear of all Liens other than Permitted Liens.

Section 5.8 Intellectual Property; Information Security.

(a) The operation of the Business as currently conducted by Sellers or the Acquired Subsidiaries in connection therewith, does not conflict with, infringe, misappropriate, or otherwise violate, and in the last three (3) years has not conflicted with, infringed, misappropriated or otherwise violated, the Intellectual Property rights of any third party. No Action has been asserted or is pending or, to the Knowledge of Sellers, threatened against any Seller or Acquired Subsidiary with respect to the foregoing.

(b) Sellers and the Acquired Subsidiaries exclusively own all right, title and interest in and to all Intellectual Property owned or purported to be owned by them (the "**Owned Intellectual Property**") that is material to the Business free and clear of all Liens other than Permitted Liens and, to the Knowledge of Sellers, Sellers and the Acquired Subsidiaries have the valid and enforceable right to use all other Intellectual Property material to the Business subject only to the terms of the Intellectual Property Agreements, if applicable. Neither this Agreement, nor the consummation of the transactions contemplated herein, will result in the grant, by Sellers or any Acquired Subsidiary to any Person, of any ownership interest, license, or claim, right or protection from any Action with respect to any Intellectual Property. Except as set forth in an Intellectual Property Agreement listed on Section 5.8(c)(ii) of the Seller Disclosure Schedule, no material restrictions exist in connection with the disclosure, use, license or transfer of the Owned Intellectual Property, and after giving effect to this Agreement and the transactions contemplated

herein, Purchaser and the Acquired Subsidiaries will acquire or retain, as applicable, upon the Closing Date all rights in Intellectual Property used in connection with the Business as previously held by Sellers and the Acquired Subsidiaries immediately prior to the Closing, without the requirement of any additional fees, payments or remuneration.

(c) Section 5.8(c) of the Seller Disclosure Schedule identifies (i) all registrations and applications for (A) the Intellectual Property included in the Purchased Assets and (B) Owned Intellectual Property of each Acquired Subsidiary (collectively, the "**Registered Intellectual Property**"), and (ii) the Intellectual Property Agreements to which any Seller or Acquired Subsidiary is a party.

(d) The Registered Intellectual Property is subsisting and has not been adjudicated to be invalid or unenforceable in whole or part, and to the Knowledge of Sellers, is valid and enforceable.

(e) To the Knowledge of Sellers, no Person is engaging in any activity that infringes, misappropriates, or otherwise violates the Intellectual Property that is material to the Business or any Seller's or Acquired Subsidiary's rights therein, and no Seller or Acquired Subsidiary has sent any written notice to any Person or asserted in writing or threatened in writing to assert any Action alleging same in the last three (3) years.

(f) No Owned Intellectual Property is subject to any settlement agreement, consent agreement, decree, order, injunction, judgment or ruling materially restricting the use of any Registered Intellectual Property or that would materially impair the validity or enforceability of such Owned Intellectual Property.

(g) The internet domain names set forth on Section 5.8(c) of the Seller Disclosure Schedule are registered to and controlled by one or more Sellers or Acquired Subsidiaries.

(h) Sellers and the Acquired Subsidiaries have taken commercially reasonable actions to, and have implemented and maintained commercially reasonable policies and processes to, protect and maintain (i) the confidentiality of any material Trade Secrets included in the Purchased Assets, and (ii) the performance, security and integrity of the systems, networks, software, hardware, websites, and other information technology assets and infrastructure used in connection with the Business, and, to the Knowledge of Sellers, in the past three (3) years there have been no material failures, malfunctions, breaches, unauthorized access to, or use or disclosure of the same.

Section 5.9 Litigation. Except for such matters listed in Section 5.9 of the Seller Disclosure Schedule and except for such environmental, health or safety matters addressed in Section 5.15, as of the date hereof there is no Action pending or, to the Knowledge of Sellers, threatened against Sellers or the Acquired Subsidiaries that (individually or in the aggregate) would reasonably be expected to have a Material Adverse Effect, nor is there any Governmental Order outstanding against any Seller or Acquired Subsidiary that (individually or in the aggregate) would reasonably be expected to have a Material Adverse Effect.

Section 5.10 Material Contracts; Debt Instruments.

(a) Section 5.10(a) of the Seller Disclosure Schedule identifies all the following types of Contracts (each a "**Material Contract**", and collectively with the Leases identified in Section 5.6(c) of the Seller Disclosure Schedule and the Intellectual Property Agreements identified in Section 5.8(c) of the Seller Disclosure Schedule, the "**Material Contracts**") in effect as of the date hereof that are related to the Purchased Assets or the Business generally and to which any Seller or Acquired Subsidiary is a party:

(i) joint venture, partnership, limited liability company or other similar Contracts other than the Fundamental Documents of any Seller or Acquired Subsidiary;

(ii) material Leases for personal property;

(iii) any Contract relating to any outstanding commitment for capital expenditures in excess of $100,000 individually or $300,000 in the aggregate;

(iv) Contracts (or series of related Contracts) relating to the acquisition or disposition of any Person or business (whether by merger, sale of stock, sale of assets or otherwise) within the past five (5) years;

(v) Contracts that (A) limit the freedom of any Seller or Acquired Subsidiary or the Business to compete in any line of business or with any Person or in any geographic area or (B) contains exclusivity obligations or restrictions binding on any Sellers or Acquired Subsidiaries or the Business;

(vi) any sales, distribution, agency or marketing Contract (or series of related Contracts) involving in excess of $50,000 in any annual period;

(vii) any Contract (or series of related Contracts) relating to the purchase by any Sellers or Acquired Subsidiaries of any products or services under which the undelivered balance of such products or services is in excess of $150,000, other than Contracts with individual Business Employees;

(viii) Contracts (including any "take-or-pay" or keepwell agreement) under which (A) any Person has directly or indirectly guaranteed any liabilities or obligations of any Sellers or Acquired Subsidiaries or (B) any Sellers or Acquired Subsidiaries have directly or indirectly guaranteed liabilities or obligations of any other Person; or

(ix) Contracts with any Business Employee earning base salary over $200,000 per annum or providing for change of control, retention or severance Liabilities in excess of such Liabilities arising from applicable Laws.

(b) Except with respect to any Bankruptcy-Related Default or payment default and except as to matters which would not reasonably be expected to have a Material Adverse Effect, each Material Contract included in the Purchased Assets is a legal, valid, binding and enforceable agreement of the applicable Sellers or Acquired Subsidiaries and is in full force and effect, and no Seller, Acquired Subsidiary nor, to the Knowledge of Sellers, any other party thereto

is in default or breach under the terms of, or has provided any written notice to terminate or modify, any such Material Contract. To the Knowledge of Sellers, no Seller or Acquired Subsidiary is a party to a Material Contract that is an oral Contract.

(c) Complete and correct copies of (i) each Material Contract (including all waivers thereunder), (ii) all Contracts for Indebtedness, (iii) Contracts relating to any interest rate, currency or commodity derivatives or hedging transaction; and (iv) all current form Contracts related to the Business have been made available to Purchaser.

Section 5.11 Employees; Labor Matters.

(a) All of the information included on the Business Employee List, when provided, will be true and accurate as of a date that is on or within ten (10) Business Days prior to the date of provision. Sellers shall update and deliver to Purchaser an updated Business Employee List (i) at least five (5) Business Days prior to an Auction and (ii) at least seven (7) days prior to the Closing Date to reflect any terminations and new hires and reallocations permitted or consented to by Purchaser pursuant to Section 7.1(b)(xiii) below.

(b) Sellers are and have been for the past three (3) years in compliance in all material respects with all applicable Laws relating to Business Employees and employment or engagement of labor, including all applicable Laws relating to wages, hours, overtime, employment standards, immigration, collective bargaining, employment discrimination, civil or human rights, accessibility, safety and health, workers' compensation, pay equity, classification of employees and independent contractors, and the collection and payment of payroll deductions, withholding and/or social security Taxes. Each of Seller and Acquired Subsidiary has met in all material respects all requirements required by Law or regulation relating to the employment of foreign citizens, including all requirements of Form I-9 Employment Verification, and no Seller nor Acquired Subsidiary currently employs, or has ever employed, any Person who was not permitted to work in the jurisdiction in which such Person was employed. Sellers and the Acquired Subsidiaries have complied in all material respects with all Laws that could require overtime to be paid to any Business Employee.

(c) None of Sellers, Acquired Subsidiaries, or any of their respective Subsidiaries and Affiliates is delinquent in payment to any Business Employee for any material wages, fees, salaries, commissions, bonuses, or other direct compensation for service performed by them or amounts required to be reimbursed to such Business Employee or in any material payments owed upon any termination of such Business Employee's employment or engagement.

(d) Except as set forth on Section 5.11(d) of the Seller Disclosure Schedule, none of the Sellers nor Acquired Subsidiaries are a party to or otherwise bound by any collective bargaining agreement, voluntary recognition agreement, or other agreement with a labor union, works council or similar employee or labor organization applicable to any Business Employee, none of the Sellers or Acquired Subsidiaries are engaged in any labor negotiation with any labor union, works council or similar employee or labor organization applicable to any Business Employee, and, to the Knowledge of Sellers, there are no activities or proceedings of any labor union, works council or similar employee or labor organization to further organize any such Business Employees. Additionally, (i) there is no unfair labor practice charge or complaint

pending before any applicable Governmental Authority relating to Sellers, Acquired Subsidiaries, or any Business Employee; (ii) there is no labor strike, material slowdown, material dispute, or material work stoppage or lockout pending or, to the Knowledge of Sellers, threatened against or affecting any of the Sellers or Acquired Subsidiaries, and none of the Sellers nor Acquired Subsidiaries has in the past three (3) years experienced any strike, material slowdown or material work stoppage, lockout or other collective labor action by or with respect to any Business Employee; (iii) there is no representation claim or petition pending before any applicable Governmental Authority; and (iv) there are no charges with respect to or relating to any of the Sellers or Acquired Subsidiaries pending before any applicable Governmental Authority responsible for the prevention of unlawful employment practices.

(e) To the Knowledge of Sellers, no current Business Employee is bound by any contract (including licenses, covenants or commitments of any nature) or subject to any judgment, decree or order of any Governmental Authority that would materially interfere with the use of such Business Employee's best efforts to promote the interests of Sellers or that would materially conflict with Sellers' business as currently conducted.

(f) No current Business Employee who is not treated as an employee for income Tax purposes by Sellers or Acquired Subsidiaries is an employee under applicable Laws or for any purpose, including, without limitation, for Tax withholding purposes or Benefit Plan purposes, and none of the Sellers nor Acquired Subsidiaries has any Liability by reason of any such individual, in any capacity, being improperly excluded from participating in any Benefit Plan. Each employee of Sellers and the Acquired Subsidiaries has been properly classified by Sellers as "exempt" or "non-exempt" under applicable Law.

Section 5.12 Benefits Plans and ERISA Compliance.

(a) Section 5.12(a) of the Seller Disclosure Schedule sets forth a true and complete list of each material Benefit Plan (a "**Company Benefit Plan**"); *provided*, that such schedule shall not be required to include any employment Contract with a Business Employee earning a base salary of less than $200,000 per annum that does not provide for change of control, retention or severance Liabilities in excess of such Liabilities arising from applicable Laws (it being understood and agreed that such Contracts shall nonetheless be considered Company Benefit Plans for all purposes hereunder). With respect to each Company Benefit Plan, Sellers have provided to Purchaser or its counsel a true and complete copy, to the extent applicable, of: (i) each writing constituting a part of such Company Benefit Plan and all amendments thereto, and a written description of any material unwritten Company Benefit Plan; (ii) the most recent annual report and accompanying schedules; (iii) the current summary plan description, employee booklet or other communication to employees or former employees relating to the Company Benefit Plan and any summaries of material modifications; (iv) the most recent annual financial statements and actuarial reports; (v) the most recent determination or opinion letter received by any of the Sellers from the IRS or the Canada Revenue Agency regarding the tax-qualified status of such Company Benefit Plan; (vi) the most recent written results of all required compliance testing; and (vii) copies of any material non-ordinary course correspondence with the IRS, U.S. Department of Labor, FSRA or other Governmental Authority. There has been no amendment to, announcement by any of the Sellers or the Acquired Subsidiaries relating to any Company Benefit Plan which would increase

materially the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year.

(b) Each Company Benefit Plan (and each related trust, insurance contract or fund) has been established, administered and funded in accordance with its express terms in all material respects, and in compliance in all material respects with all applicable Laws, including ERISA, the IRC, the PBA and the Tax Act. There are no pending or, to the Knowledge of Sellers, threatened actions, claims or lawsuits against or relating to the Company Benefit Plans (other than routine benefits claims). To the Knowledge of Sellers, neither Sellers nor any "party in interest" or "disqualified person" with respect to a Company Benefit Plan has engaged in a non-exempt "prohibited transaction" within the meaning of Section 4975 of the IRC or Section 406 of ERISA. To the Knowledge of Sellers, no fiduciary (within the meaning of Section 3(21) of ERISA) has breached any fiduciary duty with respect to a Company Benefit Plan or otherwise has any Liability in connection with acts taken (or the failure to act) with respect to the administration or investment of the assets of any Company Benefit Plan.

(c) To the Knowledge of Sellers, no Company Benefit Plan is presently under audit or examination (nor has written notice been received of a potential audit or examination) by any Governmental Authority. Other than as a result of the Bankruptcy Cases, all material payments required to be made by any of the Sellers or the Acquired Subsidiaries under, or with respect to, any Company Benefit Plan (including employer and employee contributions, distributions, reimbursements, premium payments or intercompany charges) with respect to all prior periods have been timely made or accrued for in Sellers' and the Acquired Subsidiaries' Books and Records. There is not now, nor, do any circumstances exist that could give rise to, any requirement for the posting of security with respect to a Benefit Plan or the imposition of any Lien on the assets of any of the Sellers or Acquired Subsidiaries under ERISA, the IRC, the PBA or the Tax Act.

(d) With respect to each Company Benefit Plan that is intended to qualify under Section 401(a) of the IRC, such Company Benefit Plan, and its related trust, has at all times since its adoption been so qualified and has received a current determination letter (or is the subject of a current opinion letter in the case of any prototype plan) from the IRS on which Sellers can rely that it is so qualified and that its trust is exempt from Tax under Section 501(a) of the IRC, and nothing has occurred with respect to the operation of any such plan which could reasonably be expected to cause the loss of such qualification or exemption or the imposition of any material Liability, penalty or Tax under ERISA or the IRC. No stock or other securities issued by any of the Sellers or Acquired Subsidiaries forms or has formed any part of the assets of any Benefit Plan that is intended to qualify under Section 401(a) of the IRC or of the assets held in any of the Funding Arrangements for the Canadian Pension Plans.

(e) No Company Benefit Plan is, and none of the Sellers, Acquired Subsidiaries nor any ERISA Affiliate have ever sponsored, established, maintained, contributed to or been required to contribute to, or in any way has any Liability (whether on account of an ERISA Affiliate or otherwise), directly or indirectly, with respect to any plan that is, (i) subject to Title IV or Section 302 of ERISA or Section 412, 430 or 4971 of the IRC or a "defined benefit" plan within the meaning of Section 414(j) of the IRC or Section 3(35) of ERISA (whether or not subject thereto), (ii) a Multiemployer Plan, (iii) a plan that has two or more contributing sponsors at least

two of whom are not under common control, within the meaning of Section 4063 of ERISA, (iv) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), or (v) a plan maintained in connection with any trust described in Section 501(c)(9) of the IRC. None of the Sellers, Acquired Subsidiaries nor any ERISA Affiliate has withdrawn at any time within the preceding six years from any Multiemployer Plan, or incurred any withdrawal Liability which remains unsatisfied, and no events have occurred and no circumstances exist that could reasonably be expected to result in any such Liability to any of the Sellers or Acquired Subsidiaries.

(f) No event has occurred and no condition exists that would reasonably be expected to subject Sellers or the Acquired Subsidiaries to any (i) Tax, penalty, fine, (ii) Liens (other than Liens that arise by operation of Law in Canada in respect of required employer contributions to the Canadian Pension Plans that are accrued but not yet due), or (iii) other liability imposed by ERISA, the IRC, the PBA, the Tax Act or other applicable Laws, in the case of (i), (ii) or (iii), in respect of any employee benefit plan maintained, sponsored, contributed to, or required to be contributed to by any ERISA Affiliate (other than Sellers or Acquired Subsidiaries).

(g) None of the Company Benefit Plans provide, and none of the Sellers nor Acquired Subsidiaries has any current or potential obligation to provide, medical, health, life or other welfare benefits after the termination of a Business Employee's employment or engagement, as applicable, except as may be required by Section 4980B of the IRC and Section 601 of ERISA or any other applicable Law. Except as disclosed on Section 5.12(g) of the Seller Disclosure Schedule, no Company Benefit Plan that provides group health benefits is a self-insured arrangement by any of the Sellers or funded through a trust. None of the Sellers nor Acquired Subsidiaries has incurred, or is reasonably expected to incur or to be subject to, any material Tax or other penalty with respect to the reporting requirements under Sections 6055 and 6056 of the IRC, as applicable, or under Section 4980B, 4980D or 4980H of the IRC. Except for the Canadian Pension Plans, none of the Company Benefit Plans provides any retirement, pension or supplemental pension benefits to any Canadian employees or former Canadian employees of Sellers.

(h) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any payment becoming due, or increase the amount of any compensation or benefits due, to any Business Employee or with respect to any Company Benefit Plan; (ii) increase any benefits otherwise payable under any Company Benefit Plan; (iii) result in the acceleration of the time of payment or vesting of any such compensation or benefits, or the forgiveness of indebtedness of any Business Employee; or (iv) result in an obligation to fund or otherwise set aside assets to secure to any extent any of the obligations under any Company Benefit Plan. No Person is entitled to receive any additional payment (including any Tax gross-up or other payment) from any of the Sellers or the Acquired Subsidiaries as a result of the imposition of the excise Taxes required by Section 4999 of the IRC or any Taxes required by Section 409A of the IRC.

(i) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) result in any payment or benefit (whether in cash or property or the vesting of property) to any "disqualified individual" (as such term is defined in U.S. Treasury Regulation Section 1.280G-1)

that could, individually or in combination with any other such payment, constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the IRC).

(j) Each Benefit Plan that is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the IRC) is in documentary compliance with, and has been administered in compliance with, Section 409A of the IRC and applicable guidance thereunder in all material respects and no amount under such Benefit Plan is or has been subject to the interest and additional Tax set forth under Section 409A(a)(1)(B) of the IRC.

(k) All data necessary to administer each Company Benefit Plan is in the possession of Sellers or their agents and is in a form which is sufficient for the proper administration of the Company Benefit Plan in accordance with its terms and all Laws and such data is complete and correct, in each case, except as would not reasonably be expected to be materially adverse to the Business.

(l) With respect to the Canadian Pension Plans:

(i) Other than the Canadian Pension Plans, no other Company Benefit Plan is a "registered pension plan" as defined in subsection 248(1) of the Tax Act;

(ii) Except for the Salaried DB Plan and the Hourly DB Plan, none of the Canadian Pension Plans contains a "defined benefit" provision as defined in subsection 147.1(1) of the Tax Act;

(iii) All employer contributions required to be made to the Canadian Pension Plans to the date hereof have been made or properly accrued in accordance with the terms of such plans and Laws. All employee contributions to the Canadian Pension Plans required to the date hereof have been properly withheld by Sellers and have been fully paid into the Funding Arrangement for each respective Canadian Pension Plan;

(iv) To the Knowledge of Sellers, nothing has occurred which would result in the revocation of the registration of any of the Canadian Pension Plans under the Tax Act and the PBA or any applicable provincial pension legislation. All amounts paid by Sellers under the provisions of the Canadian Pension Plans will be deductible for income tax purposes; and

(m) Neither the Salaried DB Plan nor the Hourly DB Plan had a going concern unfunded liability, a solvency deficiency or a wind-up deficiency, as at December 31, 2021, calculated on a basis using the methods and assumptions contained in the actuarial valuation reports filed in respect of such plans with the FSRA pursuant to the PBA as at December 31, 2021.

(n) All Benefit Plans subject to the Laws of any jurisdiction outside of the United States or Canada or that covers any Business Employee residing or working outside of the United States or Canada (each, a "**Foreign Benefit Plan**") (i) if they are intended to qualify for special tax treatment, meet requirements for such treatment in all material respects and, to the Knowledge of Sellers, there are no existing circumstances or events that have occurred that could reasonably be expected to affect adversely the special tax treatment with respect to such Foreign Benefit Plan, (ii) if they are intended to be funded and/or book-reserved, are fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions, and (iii) if intended

or required to be qualified, approved or registered with a Governmental Authority, is and has been so qualified, approved or registered and nothing has occurred that could reasonably be expected to result in the loss of such qualification, approval or registration, as applicable.

Section 5.13 [Reserved].

Section 5.14 Insurance. Section 5.14 of the Seller Disclosure Schedule sets forth all material insurance policies maintained by Sellers and the Acquired Subsidiaries with respect to the Purchased Assets. All such policies are in full force and effect and Sellers and Acquired Subsidiaries have complied with the terms thereof in all material respects.

Section 5.15 Environmental Matters.

(a) Except as set forth in Section 5.15 of the Seller Disclosure Schedule (as updated pursuant to the terms of the Original Asset Purchase Agreement):

(i) Each Seller, Acquired Subsidiary, and the Purchased Assets are, and have for the past three (3) years have been, in compliance with all applicable Environmental Laws in all material respects (which compliance includes obtaining, maintaining and complying with all Environmental Permits in connection with the operation of the Business and the ownership or use of the Purchased Assets);

(ii) There are no Environmental Claims pending or, to the Knowledge of Sellers, threatened against Seller or the Acquired Subsidiaries in connection with the conduct or operation of the Business, or the ownership or use of the Purchased Assets, and Sellers and Acquired Subsidiaries are not subject to any pending Actions or orders or threatened Actions or orders for Environmental Liabilities, and, to the Knowledge of Sellers, there are no past or present actions, activities, circumstances, conditions, events or incidents that could form the basis of any Environmental Claim in connection with the conduct or operation of the Business or the ownership or use of the Purchased Assets or otherwise result in any Environmental Liabilities;

(iii) To the Knowledge of Sellers, there are currently no investigations of the conduct or operation of the Business or the ownership or use of the Purchased Assets, the Owned Real Property, the Leased Real Estate, or any other real property, pending or threatened that would reasonably be expected to result in material Environmental Liabilities;

(iv) There has been no Environmental Release of Hazardous Materials by any Seller, any Affiliates of any Seller, or to the Knowledge of Sellers by any other Person in connection with the Business or Purchased Assets, in contravention of Environmental Law that could, after the Closing Date, materially prevent, impede, or increase the costs associated with the ownership, lease, operation, performance, or use of the Purchased Assets, the Business, or any of the Owned Real Property or Leased Real Estate or any other assets of Sellers or the Acquired Subsidiaries as currently conducted;

(v) There has been no generation, treatment, storage, disposal, or transport of Hazardous Materials in contravention of Environmental Laws by the Business, and to the Knowledge of Sellers, no Hazardous Materials have been disposed of on any of the Purchased

Assets, the Owned Real Property or Leased Real Estate, in violation of applicable Environmental Laws;

(vi) Sellers and the Acquired Subsidiaries have not received an Environmental Notice that any of the Purchased Assets, the Business, Owned Real Property, Leased Real Estate or any other real property currently or formerly owned, leased or operated by any Seller or Acquired Subsidiary in connection with its business operations (including soils, groundwater, surface water, and Structures located thereon) has been contaminated with any Hazardous Materials which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or the terms of any Environmental Permit by, Sellers, the Acquired Subsidiaries, or any of the Purchased Assets;

(vii) No Seller nor Acquired Subsidiary has assumed any liability or agreed to indemnify any Person for any material liability or obligation arising under or relating to Environmental Laws; and

(viii) To the Knowledge of Sellers, neither the conduct nor operation of the Business or the ownership or use of the Purchased Assets has given rise to exposure of employees or any other Person to, or an Environmental Release in excess of any applicable limits or standards under Environmental Laws that that would reasonably be expected to result in any material Environmental Liabilities.

(b) Each Seller and Acquired Subsidiary has made available to Purchaser copies of all material environmental reports, compliance audits, health and safety audits and inspections, site assessments, notices of violation, written complaints or written claims in connection with the conduct or operation of the Business or the ownership or use of the Purchased Assets and any real property currently or formerly owned, leased, or operated by such Person in connection with the conduct or operation of the Business or the ownership or use of the Purchased Assets, in each case which are in the possession or under the reasonable control of Sellers and related to compliance with or liability under Environmental Laws, Environmental Permits, and Hazardous Materials.

(c) No Seller nor Acquired Subsidiary is required by any Environmental Law, as a result of the transactions contemplated hereby, (i) to perform a site assessment for Hazardous Materials, (ii) to remove or remediate Hazardous Materials, or (iii) to give notice to or receive approval from any Governmental Authority pursuant to Environmental Laws.

Section 5.16 No Brokers. Except as set forth in Section 5.16 of the Seller Disclosure Schedule, no Person has acted, directly or indirectly, as a broker or financial advisor for Sellers in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

Section 5.17 Taxes.

(a) Except as set forth in Section 5.17 of the Seller Disclosure Schedule, (i) all material Tax Returns required to be filed by or on behalf of any Seller or Acquired Subsidiary have been duly and timely filed, and all such Tax Returns are true, correct and complete in all material respects, (ii) other than with respect to US federal Income Taxes for 2021 and 2022 taxable years,

all material Taxes due and payable by any Seller or Acquired Subsidiary, whether or not shown on any such Tax Return, have been timely paid, and (iii) there are no Liens for Taxes with respect to the Purchased Assets, other than Permitted Liens.

(b) No Seller nor Acquired Subsidiary is the subject of any Action with respect to Taxes or its Tax Returns nor has any such Action been threatened in writing (or, to the Knowledge of Sellers, otherwise).

(c) Each Seller and Acquired Subsidiary has timely withheld and paid, or caused to be paid, all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any Person or Governmental Authority and all IRS Forms W-2 and Forms 1099 (or any other applicable form) with respect thereto have been properly and timely distributed.

(d) No Seller nor Acquired Subsidiary has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which waiver or extension remains outstanding. There are no pending or threatened audits, investigations, disputes, notices of deficiency, claims or other proceedings for or relating to any liability for Taxes.

(e) No Seller nor Acquired Subsidiary is a party to any "closing agreement" as described in Section 7121 of the IRC (or any similar provision of state, local or foreign Law) or any other agreement with any Governmental Authority with respect to Taxes. No private letter ruling, technical advice memoranda or similar rulings have been requested or issued by any Governmental Authority with respect to any Seller or Acquired Subsidiary.

(f) No Seller nor Acquired Subsidiary is a party to any Tax allocation, indemnification or sharing agreement. No Seller nor Acquired Subsidiary (i) has been a member of an affiliated group filing a consolidated federal income Tax Return, or (ii) has liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by Contract, or otherwise.

(g) No claim has been made in writing by any Governmental Authority in a jurisdiction where a Seller or Acquired Subsidiary does not file Tax Returns that such Seller or Acquired Subsidiary is or may be subject to taxation by that jurisdiction.

(h) The U.S. federal income tax classification and place of Tax residence of each Seller and Acquired Subsidiary is listed in Section 5.17 of the Disclosure Schedule.

(i) The Canadian Seller is not a non-resident of Canada within the meaning of the Tax Act.

(j) The Canadian Seller is a registrant for purposes of Part IX of the ETA and its registration number is 122221641 RT0001.

(k) Each Seller and Acquired Subsidiary is duly registered for the purposes of value added tax in the jurisdictions it is required to register, if any, and has complied in all material respects with all requirements concerning value added Taxes in such jurisdictions.

(l) No Seller nor Acquired Subsidiary has been a party to or otherwise involved in any transaction, scheme or arrangement or series of transactions, schemes of arrangements that is or forms part of a scheme for the avoidance of Tax or of which the main purpose or objective (or one of the main purposes or objectives) is to obtain a Tax advantage or which can reasonably be considered as such, or meets any hallmark set out in Annex IV of the Council Directive of 25 May 2018 (2018/822/EU) amending Directive 2011/16/EU (DAC6).

(m) The Canadian Seller has duly and timely collected all material amounts on account of all transfer taxes, including HST/GST and provincial or territorial property or sales taxes, required by applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such material amounts required by applicable Law to be remitted by it where the failure to do so would be capable of forming or resulting in a Lien on or other claim against or seizure of all or any part of the Purchased Assets of the Canadian Seller.

Section 5.18 Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

(a) No Seller, Acquired Subsidiary, director, manager, officer, nor, to the Knowledge of Sellers, any employee, agent or third party acting on behalf of Sellers or the Acquired Subsidiaries, is a Sanctioned Person. Sellers and Acquired Subsidiaries (i) maintain and comply with an economic sanctions compliance program reasonably designed to ensure compliance with applicable Sanctions and (ii) do not, directly or, to the Knowledge of Sellers, indirectly, conduct business in any manner that would result in a violation of applicable Sanctions.

(b) No Seller, Acquired Subsidiary, director, manager, officer, nor, to the Knowledge of Sellers, any employee or agent of Sellers, has materially violated, been found in violation of or been charged or convicted under, or is under investigation by any Governmental Authority for possible violation of, any applicable Anti-Corruption Laws, EX-IM Laws or Sanctions.

(c) No Seller, Acquired Subsidiary, director, manger, officer, nor, to the Knowledge of Sellers, any employee or agent of Sellers or the Acquired Subsidiaries, has taken any action, directly or indirectly, in violation by such persons of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), COFPOA and the rules and regulations thereunder, including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, loan, reward, advantage, benefit of any kind or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA and COFPOA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or COFPOA. Each Seller and Acquired Subsidiary has conducted its business during the past three (3) years in material compliance with the FCPA and COFPOA and has instituted and maintains written policies and procedures designed to ensure continued compliance therewith.

(d) Each Seller and Acquired Subsidiary has established procedures and controls which it reasonably believes are adequate (and otherwise comply with applicable Law) to ensure that such Seller, Acquired Subsidiary and each of its direct or indirect subsidiaries is and will continue to be in compliance with all applicable money laundering statutes and the rules and

regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Anti-Money Laundering Laws**"); and (i) the operations of Sellers and the Acquired Subsidiaries are and have been conducted at all times during the past three (3) years in compliance with Anti-Money Laundering Laws, and (ii) as of the date hereof, no Action by or before any court or Governmental Authority involving Sellers with respect to the Anti-Money Laundering Laws is pending or threatened in writing.

(e) No Seller or Acquired Subsidiary is in violation of applicable EX-IM Laws. During the past three (3) years, each Seller and Acquired Subsidiary has conducted its business in compliance with the EX-IM Laws and has instituted and maintains policies and procedures to ensure continued compliance therewith.

Section 5.19 Investment Canada Act. Neither the Canadian Seller nor any entity it controls carries on a "cultural business" within the meaning of the Investment Canada Act.

Section 5.20 No Other Representations and Warranties. Sellers acknowledge that the representations and warranties contained in ARTICLE VI are the only representations or warranties given by Purchaser and that all other express or implied representations and warranties are disclaimed. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE V, THE CONSENT OF A PARTY TO THE CLOSING SHALL CONSTITUTE A WAIVER BY SUCH PARTY OF ANY CONDITIONS TO CLOSING NOT SATISFIED AS OF THE CLOSING DATE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (WHICH REPRESENTATIONS AND WARRANTIES SHALL NOT SURVIVE CLOSING), SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS, INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL OR REAL PROPERTY COMPRISING A PART OF THE PURCHASED ASSETS OR WHICH IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSIGNED TO PURCHASER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE PURCHASED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS, THE BUSINESS OR THE ASSUMED LIABILITIES OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE PURCHASED ASSETS AND ALL SUCH OTHER

MATTERS RELATING TO OR AFFECTING THE PURCHASED ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PURCHASED ASSETS AND ASSUMPTION OF THE ASSUMED LIABILITIES, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE V, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, UPON THE CLOSING DATE, PURCHASER WILL ACCEPT THE PURCHASED ASSETS AND ASSUMED LIABILITIES AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as of the date hereof that:

Section 6.1 **Corporate Existence and Qualification**. Purchaser (a) is a Delaware corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has all requisite power and authority to carry on its business as it is now being conducted and (b) is duly qualified to conduct business and is in good standing in each other jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to prevent, hinder or impair the ability of Purchaser to perform its obligations under this Agreement.

Section 6.2 **Corporate Power, Authorization, Enforceable Obligations**. The execution, delivery and performance by Purchaser of the Transaction Documents to which it is a party: (a) are within Purchaser's organizational power; (b) have been duly authorized by all necessary organizational action; (c) do not contravene any provision of its Fundamental Documents; and (d) do not violate any Laws. This Agreement has been, and each of the other Transaction Documents to the extent Purchaser is a party thereto shall be, duly executed and delivered by Purchaser, and this Agreement constitutes, and each other Transaction Document when executed by Purchaser shall constitute, a legal, valid and binding obligation of Purchaser enforceable against it in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and (ii) general principles of equity, regardless of whether enforcement is sought in a proceeding at law or in equity.

Section 6.3 **Consents and Approvals**. Except for any such requirements, the failure of which to be obtained or made would not reasonably be expected to prevent, impede or materially delay or otherwise affect in any material respect the Sale, and assuming the truth and correctness of the representations and warranties of Sellers set forth in Section 5.6(d) hereof, no Consent of any Governmental Authority or any third party is required to be made or obtained by Purchaser in connection with the execution, delivery, and performance by Purchaser of this Agreement or any of the other Transaction Documents to which Purchaser is a party, except for the Competition Act Clearance (if required).

Section 6.4 **Financial Ability**.

(a) Purchaser has, and on the Closing Date will have, access to sufficient cash on hand to allow Purchaser to perform all of its obligations under this Agreement, including (i) payment or satisfaction of Cure Costs and other Assumed Liabilities required to be paid on the Closing Date and (ii) all fees and expenses to be paid by Purchaser related to the transactions contemplated by this Agreement. Purchaser is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the US Bankruptcy Code and section 11.3(3)(b) of the CCAA with respect to adequate assurance of future performance under the Purchased Contracts.

(b) Purchaser has the legal right on behalf of the Pre-Petition Term Lenders to make, or to direct one or more of its Affiliates to make, a credit bid(s) pursuant to section 363 of the US Bankruptcy Code in order to pay the Credit Bid portion of the Purchase Price, pursuant to the Bid Direction Letter or other evidence satisfactory to Sellers that Purchaser is authorized to make, or to direct one or more of its Affiliates to make, the Credit Bid on behalf of the Pre-Petition Term Lenders.

Section 6.5 **No Brokers**. No Person has acted, directly or indirectly, as a broker for Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

Section 6.6 **Sales Tax**. If applicable, Purchaser, or its Affiliate designee, is, or will be prior to the Closing, registered under the ETA and the corresponding provisions of any applicable provincial sales or value-added tax laws, as applicable, with respect to ETA Tax or any applicable similar provincial or retail sales tax, in each case, for Canadian Tax purposes. Purchaser, or its Affiliate designee, has provided, or will provide at the Closing, the Canadian Seller with its registration numbers for such taxes.

Section 6.7 **Investment Canada Act**. Purchaser is a "free trade investor" that is not a "state-owned enterprise" within the meaning of the Investment Canada Act.

Section 6.8 **No Other Representations and Warranties**. Purchaser acknowledges that the representations and warranties contained in ARTICLE V are the only representations or warranties given by Sellers and that all other express or implied representations and warranties are disclaimed. Purchaser is an informed and sophisticated purchaser, and has engaged expert advisors, experienced in the evaluation and purchase of properties and assets such as the Purchased Assets and assumption of liabilities such as the Assumed Liabilities as contemplated hereunder. Purchaser has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Purchaser acknowledges that Sellers have given Purchaser reasonable and open access to the key employees, documents and facilities of the Business. Purchaser acknowledges and agrees that the Purchased Assets are being sold on an "as is, where is" basis and Purchaser agrees to accept the Purchased Assets and the Assumed Liabilities in the condition they are in on the Closing Date based on its own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement. Without limiting

the generality of the foregoing, Purchaser acknowledges that Sellers make no representation or warranty with respect to (a) any projections, estimates or budgets delivered to or made available to Purchaser of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future prospects or operations of the Business or (b) any other information or documents made available to Purchaser or its counsel, accountants or advisors with respect to the Business, except as expressly set forth in this Agreement. Purchaser acknowledges and agrees with the provisions of Section 5.16 herein.

ARTICLE VII
COVENANTS

Section 7.1 Conduct of Business Pending Closing.

(a) Except (i) as otherwise expressly contemplated by this Agreement, the other Transaction Documents or Section 7.1(a) of the Seller Disclosure Schedule, (ii) as required by any Governmental Order relating to COVID-19, or (iii) with the prior written consent of Purchaser or approval of the US Bankruptcy Court or the CCAA Court, as applicable, during the period from and after the date hereof until the earlier of termination of this Agreement or the Closing Date, Sellers shall, and shall cause the Acquired Subsidiaries to, conduct the Business in all material respects in the ordinary course of business, including meeting all obligations post-Filing Date relating to the Business as they become due. Except (A) as otherwise expressly contemplated by this Agreement, the other Transaction Documents or Section 7.1(a) of the Seller Disclosure Schedule, (B) as required by any Governmental Order relating to COVID-19, (C) as may be required in connection with or as a result of the Bankruptcy Cases or any Governmental Order, or (D) with the prior written consent of Purchaser, during the period from and after the date hereof until the earlier of termination of this Agreement and the Closing Date, Sellers shall, and shall cause the Acquired Subsidiaries to, use commercially reasonable efforts to (i) preserve and maintain their relationships with their customers, suppliers, unions, partners, lessors, licensors, licensees, contractors, distributors, agents, officers, employees and other Persons with which they have significant business relationships material to the Business except in relation to the Contracts of the Business that are determined not to become Purchased Contracts in accordance with this Agreement; *provided* that nothing herein shall prevent Sellers or the Acquired Subsidiaries from commencing or defending any Action against or by any such Person in connection with the claims of such Person in the Bankruptcy Cases; (ii) preserve and maintain the Purchased Assets, ordinary wear and tear excepted; (iii) preserve the ongoing operations of the Business; (iv) maintain the Books and Records in all material respects in the ordinary course of business; (v) comply in all material respects with all applicable Laws (including Environmental Laws); (vi) not enter into any business, arrangement or otherwise take any action that would reasonably be expected to have a Material Adverse Effect on the ability of Sellers, the Acquired Subsidiaries or Purchaser to obtain any approvals of any Governmental Authority for this Agreement and the transactions contemplated hereby; and (vii) not dispose of any Owned Real Property or Leased Real Estate and, except in the ordinary course of business or as previously disclosed to or known by Purchaser, not modify, amend or terminate any of the Leases, and (viii) to the extent permitted after the filing of the Bankruptcy Cases, the DIP Orders, or by Order of the US Bankruptcy Court or the CCAA Court, as applicable, pay all applicable Taxes as such Taxes become due and payable. Purchaser acknowledges that the Designated Location has been placed into an idle state and employees

primarily employed at the Designated Location have been placed on temporary layoff, and in the case of salaried employees primarily employed at the Designated Location, temporarily redeployed by the Canadian Seller.

(b) Without limiting the generality of the foregoing, except as otherwise expressly contemplated by this Agreement, the other Transaction Documents, Section 7.1(b) of the Seller Disclosure Schedule or with the prior written consent of Purchaser or approval of the US Bankruptcy Court or the CCAA Court, as applicable, during the period from and after the date hereof until the earlier of termination of this Agreement and the Closing Date, each Seller shall not, and shall cause the Acquired Subsidiaries not to, do any of the following:

(i) with respect to the Equity Securities of Holdings, declare, set aside or pay any dividends (payable in cash, stock, property or otherwise) on, make any other distributions in respect of such Equity Securities, or redeem any of such Equity Securities;

(ii) issue, deliver, sell, pledge or otherwise encumber or subject to any Lien the Equity Securities of any Seller or Acquired Subsidiary;

(iii) amend their Fundamental Documents;

(iv) form any Subsidiary;

(v) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of, or by any other manner, any business, corporation, partnership, joint venture, association or other business organization or division thereof, of another Person;

(vi) sell, assign, license, transfer, convey, lease, encumber, allow to lapse or expire or otherwise dispose of any Purchased Assets, other than in the ordinary course of business;

(vii) other than with respect to the DIP Facility (as it may be amended), incur any Indebtedness for borrowed money or make any payments in respect of any Indebtedness for borrowed money;

(viii) cancel or compromise any material debt or claim or waive or release any material right, in each case, that is a Purchased Asset or Assumed Liability;

(ix) pay, loan or advance any amount to, or sell, transfer or lease any properties or assets (real, personal or mixed, tangible or intangible) to, purchase any properties or assets from, or enter into any (A) Material Contract, (B) Contracts for material Indebtedness, or (C) Contract relating to any interest rate, currency or commodity derivatives or hedging transaction with any of Sellers' executive officers or directors (or immediate family members thereof), other than payment of compensation and benefits in the ordinary course of business, including reimbursement of otherwise reimbursable legal fees and expenses of Sellers' directors;

(x) other than in accordance with Section 2.5 hereof, assume, reject or amend, restate, supplement, modify, waive or terminate any (A) Material Contract, (B) Contract

for Indebtedness, (C) Contract relating to any interest rate, currency or commodity derivatives or hedging transaction, (D) material Permit or (E) Intellectual Property right or enter into any settlement of any claim that (1) is outside the ordinary course of business, (2) delays the Closing, (3) relates to a Material Contract, or (4) subjects any Seller to any material non-compete or other similar material restriction on the conduct of its Business that would be binding following the Closing;

(xi) fail to maintain and keep in full force and effect all existing insurance policies, other than (A) expiration of insurance policies that expire by their terms (in which event Sellers shall use reasonable efforts to renew or replace such insurance policies with insurance policies offering commensurate levels of coverage) or (B) immaterial changes to such insurance policies made in the ordinary course of business;

(xii) adopt or change any method of accounting (except as required by changes in GAAP), make, change or revoke any Tax election, change any annual Tax accounting period, file any amended Tax Return, enter into any closing agreement, settle or compromise any Tax claim or assessment, surrender any right to claim a Tax refund, consent to the extension or waiver of the limitations period applicable to any Tax claim or assessment, except as required by Law;

(xiii) other than as required by a Benefit Plan set forth on Section 5.9(a) of the Seller Disclosure Schedule, applicable Law or as explicitly contemplated hereunder or with respect to Excluded Employees, (A) increase the compensation or benefits of any Business Employee, other than increases in the ordinary course of business to Business Employees who are not Retention Eligible Employees, (B) accelerate the vesting or payment of any compensation or benefits of any Business Employee, (C) enter into, amend or terminate any Benefit Plan (or any plan, program, agreement or arrangement that would be a Benefit Plan if in effect on the date hereof) or grant, amend or terminate any awards thereunder, (D) fund any payments or benefits that are payable or to be provided under any Benefit Plan, (E) terminate without "cause" (as determined consistent with past practice) any Retention Eligible Employee, (F) hire or engage any new Business Employee, other than in replacement of a departed Business Employee (other than a Retention Eligible Employee) in the ordinary course of business, (G) make or forgive any loan to any Business Employee (other than advancement of expenses in the ordinary course of business consistent with past practices), (H) enter into, amend or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar employee or labor organization (or enter into negotiations to do any of the foregoing), (I) recognize or certify any labor union, works council, bargaining representative, or any other similar organization as the bargaining representative for any Business Employee, (J) implement or announce any employee layoffs, furloughs, reductions in force, reductions in compensation, hour or benefits, work schedule changes or similar actions that could implicate the U.S. Worker Adjustment and Retraining Notification Act or any similar state, local or foreign law, or (K) waive or release any noncompetition, nonsolicitation, nondisclosure, noninterference, nondisparagement, or other restrictive covenant obligation of any Business Employee; or

(xiv) agree or commit to take any of the foregoing actions.

Notwithstanding the foregoing, Purchaser hereby consents to the entry into a forbearance with respect to the DIP Facility through the End Date, including the establishment of the revised DIP Budget in connection therewith.

Section 7.2 Access to Information. Until the Closing Date, Sellers shall, and shall cause the Acquired Subsidiaries to, (a) afford to the Purchaser Advisors access during normal business hours and upon advance notice to the Purchased Assets and Sellers' and Acquired Subsidiaries' properties, respectively, (including access to existing environmental reports and for purposes of conducting environmental assessments), Books and Records and Contracts; (b) make available or cause to make available to the Purchaser Advisors copies of all such Contracts, Books and Records and other existing documents and data as the Purchaser Advisors may request, including any financial data filed with the US Bankruptcy Court or the CCAA Court or otherwise provided to any lender under any Indebtedness of Sellers; and (c) make available or cause to make available to the Purchaser Advisors during normal business hours and upon advance notice the appropriate management personnel of Sellers and Acquired Subsidiaries (and shall use reasonable efforts to cause their attorneys, accountants and other professionals to be made available) for discussion of the Business, the Purchased Assets, the Assumed Liabilities and personnel as Purchaser may request, in each case so long as such access does not unreasonably interfere with the operations of Sellers or the Acquired Subsidiaries; *provided, however,* that nothing in this Section 7.2 or otherwise shall require Sellers to furnish to the Purchaser Advisors any confidential materials prepared by Sellers' financial advisors or legal advisors or any materials subject to any attorney-client or other privilege or to the extent disclosure thereof would result in a violation of Law or breach of an agreement or other obligation; *provided, further, however,* that Sellers shall, and shall cause the Acquired Subsidiaries to, use reasonable efforts in cooperating with any requests for, and use reasonable efforts to obtain any, waivers that would enable any otherwise required disclosure to the other party to occur without so jeopardizing any such privilege or contravening such applicable Law, agreement, or other obligation.

Section 7.3 Consents. Sellers shall, and shall cause the Acquired Subsidiaries to, use commercially reasonable efforts to cooperate with Purchaser's efforts to solicit and obtain all Consents or Orders required for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, including with respect to any Contracts designated to be Purchased Contracts in accordance with Section 2.5 hereof; *provided, however,* that Sellers and the Acquired Subsidiaries shall not be obligated to bear any out-of-pocket expenses in connection with such efforts.

Section 7.4 Competition Act Clearance. Unless agreed by the parties that the Competition Act Clearance is not required:

(a) Without limiting the generality of Section 7.3, as soon as reasonably practicable: (i) Purchaser shall, with the assistance of and, in consultation with, Sellers, promptly file a submission with the Commissioner of Competition requesting an ARC under section 102 of the Competition Act in respect of the transactions contemplated by this Agreement and, in lieu thereof, request a No Action Letter in furtherance of obtaining the Competition Act Clearance; and (ii) unless otherwise agreed to by the parties, each of Purchaser and Sellers shall file a pre-merger notification form with the Commissioner of Competition pursuant to section 114(1) of the Competition Act.

(b) Purchaser shall pay 100% of all filing fees incurred in connection with the Competition Act Clearance.

(c) In connection with obtaining the Competition Act Clearance, each party shall and shall ensure each of its respective Affiliates:

(i) use its commercially reasonable efforts to obtain Competition Act Clearance as promptly as possible;

(ii) cooperate and provide information and assistance that is reasonably requested by the other party to obtain the Competition Act Clearance and in respect of any notification, application, filing or response to information requests or submission related to the Competition Act Clearance, and to consult with the other party on the preparation of all applicable notifications, information documentation and submissions supplied to or filed with any Governmental Authority, and provide reasonable opportunity to the other party to comment on such applications, notifications, information, documentation and submissions to be supplied to or filed with any Governmental Authority;

(iii) respond promptly to any requests for information from any Governmental Authority (including in respect of any supplementary information requests);

(iv) keep the other party reasonably informed as to the status of and proceedings relating to obtaining the Competition Act Clearance, including providing the other party with a copy or summary of all communications with or received from a Governmental Authority; and

(v) not independently participate in any meeting or discussion with any Governmental Authority in respect of the Competition Act Clearance without giving the other party reasonable prior notice of the meeting or the discussion and, to the extent permitted by the Governmental Authority, the opportunity to attend and participate.

(d) Notwithstanding any requirement in this Section 7.4 or any other provisions in this Agreement, to the extent that any information provided by any party is deemed to be competitively sensitive by such party, such information shall be provided only to external counsel for the other party on an external counsel only basis, provided that a redacted version of such information is also provided to such other party.

Section 7.5 [Reserved]

Section 7.6 Further Assurances.

(a) At any time and from time to time after the date hereof, Sellers and Purchaser agree to use their respective reasonable efforts to cooperate with each other and (i) at the reasonable request of the other party, execute and deliver any Instruments or documents and (ii) take, or cause to be taken, all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder as promptly as practicable; *provided, however,* that notwithstanding anything to the contrary in this Agreement, (i) Sellers shall be

entitled to take any actions as are required in connection with the discharge of the fiduciary duties of Sellers' board of directors, board of managers, or such similar governing body, including to terminate this Agreement, and (ii) Sellers' obligations pursuant to this Section 7.6 shall only continue until the later of one hundred twenty (120) days following the Closing and when the applicable Bankruptcy Case is terminated in respect of such Seller.

(b) Following the Closing, for the purposes of Sellers (i) preparing or reviewing Tax Returns, (ii) monitoring or enforcing rights or obligations under this Agreement, (iii) defending third-party lawsuits or complying with the requirements of any Governmental Authority, or (iv) any other reasonable business purpose, including assistance with the administration, wind-down, conversion, and closing of the Bankruptcy Cases (or any subsequent proceedings), the review of claims in connection with any claims process, the dissolution of Sellers, and related tax and other administrative matters, (x) upon reasonable notice, Purchaser shall permit Sellers, their counsel, and their other professionals reasonable access to all premises, properties, personnel, Books and Records, and Contracts or Leases, which access shall include (1) the right to copy such documents and records as they may reasonably request at Sellers' cost, and (2) Purchaser's copying and delivering such documents or records as reasonably requested, (y) Purchaser shall provide reasonable access to Purchaser's personnel during regular business hours to assist Sellers in their post-Closing activities (including preparation of Tax Returns and requirements in the Bankruptcy Cases), provided that such access does not unreasonably interfere with Purchaser's operations and (z) Purchaser shall provide reasonable access to Purchaser's employees and systems during regular business hours to assist Sellers in the administration or wind-down of the Sellers and managing payments and benefits to non-Transferred Employees, in each case of (y) or (z), at no expense to Sellers.

(c) If, following the Closing, Sellers (or their Affiliates or Seller Representatives) receive any money, check, note, draft, instrument, payment or other property as proceeds of the Purchased Assets or any part thereof, each such Person shall receive all such items for, and as the sole and exclusive property of, Purchaser and, upon receipt thereof, shall notify Purchaser in writing of such receipt and shall remit the same (or cause the same to be remitted) to Purchaser in the manner specified by Purchaser.

(d) Within two (2) Business Days following the Closing, Purchaser (on behalf of itself and its Affiliates) shall (i) pay to the Trust $500,000 in cash, (ii) assign to the Trust all claims and causes of action included in the US Purchased Assets against equity holders, insiders, sponsors and current and former officers and directors ("**Representatives**") of the US Sellers (the "**Assigned Claims**"); *provided, however,* the Assigned Claims shall exclude any claims against or in respect of the CCAA Cash Pool and the Excluded Avoidance Actions, and (iii) assign to the Trust all of the US Sellers' rights and interests (free and clear of restrictions, conditions, or limitations, if any, in any of the organizational documents governing such rights and interests) to Preserve and prosecute past, present, and future Assigned Claims. Purchaser agrees to not pursue or cause to be pursued, and as of the Closing shall release (A) any Avoidance Actions (excluding any Avoidance Actions that constitute Assigned Claims) other than a defense (to the extent permitted under applicable Law) against any claim or cause of action raised by any such party, and (B) any claims and causes of action against Sellers' Representatives that are not Assigned Claims. For the avoidance of doubt, nothing herein shall preclude or otherwise impair the Trust from Preserving and/or pursuing any Assigned Claim against any or all Representatives of the US

Sellers, in such capacity, if such Representative also was, is, or becomes a Representative of the Canadian Seller.

(e) Prior to the Closing, Sellers shall use commercially reasonable efforts to, and to cause their respective directors, officer and employees to, at Purchaser's reasonable request in writing (including via e-mail), provide cooperation to Purchaser in connection with the Debt Financing. Purchaser shall promptly, upon request by Sellers, reimburse Sellers for any reasonable and documented out-of-pocket expenses (including reasonable and documented attorney's fees) incurred by Sellers in connection with the cooperation of Sellers contemplated by this Section 7.6(e). Purchaser shall indemnify and hold harmless, Sellers, and their respective directors, managers, officers, employees and representatives, from and against any and all liabilities or losses suffered or incurred by them in connection with the arrangement of the Debt Financing and any information utilized in connection therewith, except in the event such liabilities or losses arose out of or result from the gross negligence or willful misconduct by or of Sellers or any of their respective directors, managers, officers, employees and representatives. Purchaser acknowledges and agrees that, notwithstanding Sellers' obligations under this Section 7.6(e), Sellers' obligations under this Section 7.6(e) shall be deemed satisfied unless Sellers have materially and intentionally breached its obligations under Section 7.6(e) and such breach is a proximate cause of the Debt Financing not being consummated. Purchaser acknowledges and agrees that the obtaining of Debt Financing is not a condition to its obligations under this Agreement.

(f) At the Closing, the Canadian Designated Amount Portion and the CCAA Cash Pool shall be delivered by the Canadian Seller to the Monitor.

Section 7.7 Bankruptcy Covenants.

(a) Sale Procedures. Not later than the date that is two (2) Business Days following the Petition Date, US Sellers shall file a motion seeking entry of the US Sale Procedures Order with the US Bankruptcy Court (the "**US Sale Procedures Motion**"), which shall be in a form and substance acceptable to Purchaser, acting reasonably. US Sellers shall use reasonable efforts to obtain entry by the US Bankruptcy Court of the US Sale Procedures Order (with such changes thereto as Purchaser shall approve or request in its discretion, acting reasonably) by no later than February 21, 2023. Not later than February 15, 2023, Canadian Seller shall file a motion seeking the granting of the CCAA Sale Procedures Order with the CCAA Court (the "**CCAA Sale Procedures Motion**"), which shall be in a form and substance acceptable to Purchaser in its discretion, acting reasonably. Canadian Seller shall use reasonable efforts to obtain from the CCAA Court the CCAA Sale Procedures Order (with such changes thereto as Purchaser shall approve or request in its discretion, acting reasonably) by no later than February 22, 2023. Subject to entry of and in accordance with any provisions of the Sale Procedures Orders, Sellers shall obtain entry of the Sale Orders no later than March 30, 2023, and consummate the Sale transaction no later than April 14, 2023, or in each case such later date as the Sellers and Purchaser may agree. Sellers shall comply with all of the terms and conditions contained in the Sale Procedures, including the occurrence of the events by the dates and times listed therein which terms and conditions are expressly incorporated by reference herein as if set forth in full. From the time of execution and delivery by each Seller and Purchaser of this Agreement until its termination, Sellers and Seller Representatives shall not be subject to any restrictions with respect to the solicitation or

encouragement of any entity concerning an Alternative Restructuring Proposal in accordance with the Sale Procedures.

(b) Court Approval.

(i) US Sellers shall serve a copy to each applicable Taxing Authority of the US Sale Motion, proposed US Sale Order and proposed US Sale Procedures Order, or notice of such motions and Order in addition to instructions on how to obtain copies of such motion and proposed Order, in each jurisdiction where the US Purchased Assets are subject to Tax at least twenty-one (21) days prior to the US Sale Hearing. Canadian Seller shall serve a copy to each applicable Taxing Authority and such other Persons required by Purchaser of the motion seeking the granting of the CCAA Sale Order (the "**CCAA Sale Motion**") and the proposed CCAA Sale Order, or notice of such motion and Order in addition to instructions on how to obtain a copy of such motion and proposed Order by no later March 10, 2023.

(ii) Sellers shall use reasonable efforts to obtain entry or granting by the US Bankruptcy Court and the CCAA Court, as applicable, of the US Sale Order and the CCAA Sale Order, respectively, no later than March 30, 2023 or such later date Sellers, Purchaser and the Creditors' Committee collectively may agree.

(iii) Sellers shall use reasonable efforts to obtain entry or granting by the CCAA Court of an Order extending the stay to at least April 14, 2023.

(iv) If the Sale Procedures Orders or Sale Orders or any other Orders of the US Bankruptcy Court or the CCAA Court relating to this Agreement shall be appealed by any party (or a petition for certiorari or motion or application for leave to appeal, reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Sellers shall diligently defend against such appeal, petition, motion or application and shall use their reasonable efforts to obtain an expedited resolution of any such appeal, petition, motion or application; *provided* that Sellers consult with Purchaser at Purchaser's request regarding the status of any such proceedings or Actions.

(v) Sellers shall diligently consult with Purchaser and its representatives to obtain Purchaser's consent concerning the forms of the Sale Procedures Orders and the Sale Orders, use reasonable efforts to consult with the Creditors' Committee, Purchaser, and their representatives upon the Creditors' Committee's or Purchaser's request concerning any other Orders of the US Bankruptcy Court or the CCAA Court and the Bankruptcy Cases, and provide Purchaser and the Creditors' Committee with copies of requested motions, applications, pleadings, notices, proposed Orders and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the US Bankruptcy Court or the CCAA Court, as applicable. Sellers further covenant and agree that, after the Closing, the terms of any reorganization plan or plan of compromise or arrangement submitted to the US Bankruptcy Court or the CCAA Court for confirmation or sanction shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction contemplated by or approved pursuant to the Sale Procedures Orders or the Sale Orders.

Section 7.8 Employee Matters.

(a) Not less than five (5) days prior to the Closing Date, Purchaser shall, or shall cause its Affiliates to, make an offer of employment (an "**Offer**") to each US Employee and each non-union Canadian Employee, such Offer to be conditional and effective on the Closing and containing such terms and conditions as determined by Purchaser in its sole discretion, subject to (i) the obligations set forth in Section 7.8(b), and (ii) with respect to any Canadian Employees covered by a collective bargaining agreement set forth on Section 5.11(d) of the Seller Disclosure Schedule, the terms of such collective bargaining agreement; *provided*, that, notwithstanding anything herein to the contrary, in no event shall Purchaser be required to extend an Offer to any Excluded Employee. Notwithstanding the foregoing, in respect of any non-union Canadian Employee who is on an approved short-term or long-term disability leave of absence on Closing and is not receiving benefits pursuant to an Assumed Benefit Plan, the effective date of employment may not be the Closing Date, but rather the terms of the Offer shall specify that the offer is conditional upon the Employee being capable of returning to work and the date on which such Employee returns to work shall be the date of employment and the date that the employee becomes a Transferred Employee.

(b) The Purchaser acknowledges that on March 16, 2023, the Canadian Seller has provided written notice to all Excluded Employees primarily employed at the Designated Location that the Designated Location will be permanently closed and that their employment will terminate, or in the case of unionized Canadian Employees which are primarily employed at the Designated Location, that they will be permanently/indefinitely laid off, in each case effective as of the date of each applicable notice. For the period beginning on the Closing Date and ending on the earlier of (x) December 31, 2023 and (y) the date on which the employment of such Transferred Employee terminates for any reason, Purchaser shall, or shall cause its Affiliates to, provide each non-unionized Transferred Employee with (i) a base salary or hourly wage rate, as applicable, that is no less than the base salary or hourly wage rate, as applicable, provided to such Transferred Employee immediately prior to the Closing Date, (ii) commission and incentive compensation opportunities that are no less favorable in the aggregate than the commission and annual cash incentive compensation opportunities (exclusive of any equity-based compensation opportunities and any change of control and retention-related opportunities) provided to such Transferred Employee immediately prior to the Closing Date, and (iii) qualified welfare and retirement benefits that are comparable in the aggregate to those qualified welfare and retirement benefits (exclusive of any defined benefit pension, retiree life insurance and deferred compensation benefits) provided to such Transferred Employee by Sellers immediately prior to the Closing Date. With respect to Transferred Employees covered by a collective bargaining agreement set forth on Section 5.11(d) of the Seller Disclosure Schedule, Purchaser shall, or shall cause its Affiliates to, comply with the terms and conditions of the applicable collective bargaining agreement.

(c) Purchaser shall, or shall cause its Affiliates to, use commercially reasonable efforts to cause service rendered by Transferred Employees prior to the Closing Date to be taken into account for all purposes (including eligibility to participate, vesting and benefit accruals) under all compensation and Benefit Plans, programs and policies that are established and maintained by Purchaser or any of its Affiliates for the benefit of such Transferred Employees ("**Buyer Benefit Plans**") after the Closing Date, except for purposes of vesting under any new equity-based compensation plan, program, agreement or arrangement, for purposes of benefit

accruals under any defined benefit pension plan, deferred compensation or retiree health or welfare plan or arrangement, to the extent that such service is not recognized under any such plan, program or policy for other employees of Purchaser or its Affiliates, to the extent that such service was not recognized by Sellers under a comparable Benefit Plan in which such Transferred Employee participated immediately prior to the Closing or to the extent such credit would result in a duplication of benefits.

(d) Purchaser shall, or shall cause its Affiliates to, use commercially reasonable efforts to: (i) cause Transferred Employees to not be subject to any pre-existing condition or limitation under any Buyer Benefit Plans providing group health benefits for any condition for which such employee would have been entitled to coverage under the corresponding Benefit Plan in which such employee participated immediately prior to the Closing Date; and (ii) cause such Transferred Employees to be given full credit for eligible co-payments made, and deductibles satisfied, prior to the Closing Date under the corresponding Company Benefit Plan in which such Transferred Employee participated immediately prior to the Closing for purposes of satisfying the applicable deductible, coinsurance and maximum out-of-pocket provisions under the Buyer Benefit Plan in which such Transferred Employee participates in the year in which the Closing occurs; *provided,* that Purchaser's obligations pursuant to clause (ii) above is conditioned upon Sellers providing Purchaser with all information as is reasonably necessary for Purchaser to provide such credit in a format reasonably acceptable to Purchaser or its insurer, as applicable, promptly (and in all events within five (5) Business Days) following receipt of a request for such information by Purchaser.

(e) Sellers hereby waive, effective immediately prior to Closing, any covenant prohibiting a Business Employee from engaging in certain activities or taking certain actions during, or for a period of time following a termination of, his or her employment with Sellers, including any non-compete, non-solicit, non-interference, non-disparagement or confidentiality covenants, in each case, to the extent necessary for each Business Employee to be permitted to commence employment with Purchaser or any of its Affiliates and for such Business Employee to provide such services as may be requested from time to time by Purchaser or any of its Affiliates (whether as an employee or otherwise).

(f) During the period commencing on the date hereof and ending at the Closing, Sellers shall provide Purchaser and its Affiliates with reasonable access to the Business Employees during normal business hours, and will deliver such notices and other communications, in each case, as is reasonably requested from time to time by Purchaser or any of its Affiliates.

(g) Nothing herein is intended to, and shall not be construed to, create any third party beneficiary rights of any kind or nature, including, without limitation, the right of any Business Employee or other individual to seek to enforce any right to compensation, benefits, or any other right or privilege of employment with Sellers or Purchaser or any of their respect Affiliates. For the avoidance of doubt, no Business Employee or other Person shall be a third-party beneficiary in respect of this Section 7.8. Nothing in this Section 7.8 shall be construed or interpreted to be an amendment to any Benefit Plan or Buyer Benefit Plan.

(h) Except for Assumed Benefit Plans, Purchaser shall not assume any of the Benefit Plans or any liability for accrued benefits or any other liability under or in respect of any

of the Benefit Plans. The Transferred Employees shall, as of the Closing Date cease to accrue further benefits under the Excluded Benefit Plans.

Section 7.9 Assignment and Assumption of Canadian Pension Plans.

(a) Transfer of Assumed Canadian Pension Plans.

(i) As soon as practicable after the Closing Date, but effective as of the Closing Date, Sellers shall assign to Purchaser and Purchaser shall assume the Canadian Pension Plans which are included in the Assumed Benefit Plans, including all rights, obligations, trust fund assets and other assets held pursuant to the Funding Arrangements therefor, and liabilities thereunder (each such Canadian Pension Plan that is included as an Assumed Benefit Plan is herein called an "**Assumed Canadian Pension Plan**"). In order to effect such assignment and assumption of the Assumed Canadian Pension Plans, Sellers and Purchaser agree to take such steps, prepare and execute such documents (including any required actuarial valuation report), notify the members and former members of such Assumed Canadian Pension Plans and any Unions representing them and seek such approvals of the applicable Governmental Authorities as may be necessary or desirable, as soon as practicable. Notwithstanding the foregoing, Purchaser's administrative responsibility for the Assumed Canadian Pension Plans shall become effective only upon the assignment to Purchaser by Sellers of the rights and obligations of Sellers under the Assumed Canadian Pension Plans' Funding Arrangements, including, without limitation, all of Sellers' rights in respect of the assets held in the Funding Arrangements, in accordance with Section 7.9(a)(iii).

(ii) Subject to the approval of the applicable Governmental Authorities and Section 7.8(a)(i), Sellers shall assign to Purchaser and Purchaser shall accept all of the rights and obligations of Sellers under the Funding Arrangements established for the Assumed Canadian Pension Plans, including all of Sellers' rights in respect of the assets held in such Funding Arrangements.

(iii) Subject to Section 7.9(a)(i), Sellers agree to administer the Assumed Canadian Pension Plans until the date on which the rights and obligations of Sellers under the Funding Arrangements, including all of Sellers' rights in respect of the assets held in the Funding Arrangements, are assigned to Purchaser (the "**Pension Plan Assignment Date**") in the same manner as it is being administered at the Closing Date but for the account of, and at the expense of, either the Funding Arrangements for the Assumed Canadian Pension Plans or, where such charge to the Funding Arrangement is not permitted by applicable Law, Purchaser. For greater certainty, Sellers shall not be obligated to pay any amounts to or in respect of the Assumed Canadian Pension Plans and the Funding Arrangements therefor after the Closing Date except for the account of and at the expense of Purchaser. Until the Pension Plan Assignment Date and subject to any other agreements which Sellers and Purchaser may make following the Closing, Sellers agree to receive and deposit contributions, if any, by Purchaser and the participants in the Assumed Canadian Pension Plans to the Funding Arrangements therefor.

(iv) From the Closing Date to the Pension Plan Assignment Date, Sellers shall ensure that all funds held in the Funding Arrangements of the Assumed Canadian Pension Plans are invested in accordance with the Statement of Investment Policies and Procedures

("**SIP&P**") adopted by Sellers in respect to each Assumed Canadian Pension Plan and filed with FSRA pursuant to the PBA. Sellers agree to provide written notice to Purchaser of any changes Sellers make to such SIP&P that come into effect between the Closing Date and the Pension Plan Assignment Date. Sellers shall provide Purchaser written notice of the investment rate of return on the assets held in the Funding Arrangements of the Assumed Canadian Pension Plans (the "**Rate of Return**"). Such written notice shall be provided to Purchaser on a quarterly basis, not later than 30 days following the end of each calendar quarter. Provided Sellers and the trustee or other funding agent for the Assumed Canadian Pension Plans comply with such SIP&P and Laws, neither Sellers nor the trustee or other funding agent of the Assumed Canadian Pension Plans shall be liable for the investment performance of the assets held in the Funding Arrangements for the Assumed Canadian Pension Plans or responsible for any loss in the value of the assets to be transferred to Purchaser as the result of such investment performance.

(v) The expenses attributable to the assignment of the liability and responsibility of Sellers under the Assumed Canadian Pension Plans and the Funding Arrangements therefor to Purchaser shall be paid to the extent permissible from the assets of the Assumed Canadian Pension Plans. Purchaser shall be responsible for all expenses incurred by it with respect to the assumption of the liability, rights and responsibility under the Assumed Canadian Pension Plans and the Funding Arrangements therefor.

(vi) As soon as practicable after the Closing Date, Sellers shall provide to Purchaser such information and records, and access to such personnel, as may reasonably be required to administer the Assumed Canadian Pension Plans, to the extent that such information and records are not then in the possession of Purchaser or any of its authorized representatives.

(b) Partial Transfer of Canadian Pension Plans.

(i) Notwithstanding that one or more of the Canadian Pension Plans has not been designated by Purchaser in a writing to Sellers as an Assumed Benefit Plan, Purchaser may, in a writing to Sellers prior to the date of the CCAA Sale Hearing, designate that it intends to assume that portion of Sellers' liability and responsibility under a particular Canadian Pension Plan that is an Excluded Benefit Plan in respect of the Transferred Employees who are participants in that plan. The provisions of this Section 7.9(b) shall apply to the transfer of the assets and liabilities from such Canadian Pension Plan so designated. Each such Canadian Pension Plan that is so designated by Purchaser pursuant to this Section 7.9(b)(i) is herein called a "**Partially Transferred Canadian Pension Plan**".

(ii) As soon as practicable after the Closing Date, but effective as of the Closing Date, Sellers shall assign to Purchaser and Purchaser shall assume all of Sellers' liability and responsibility under and pursuant to each Partially Transferred Canadian Pension Plan in respect of those Transferred Employees who are participants therein (the "**Transferred Pension Plan Participants**"). In order to effect such assignment and assumption, Sellers agree to take such steps, prepare and execute such documents, notify the members and former members of each such Partially Transferred Canadian Pension Plan including the Transferred Pension Plan Participants and any Unions representing them and seek such approvals of the applicable Governmental Authorities as may be necessary or desirable, as soon as practicable, including without limitation in compliance with PBA Reg 310/13 and the applicable guidance issued in connection with such

Regulation by FSRA. As soon as practicable after the Closing Date, but effective as of the Closing Date, Purchaser shall establish and register with the applicable governmental agencies, or shall otherwise cause to be provided, a pension plan for the Transferred Pension Plan Participants (the "**Purchaser's Plan**") which shall contain benefit provisions which are equivalent in all material respects to those provided under the Partially Transferred Canadian Pension Plan which are applicable to the Transferred Pension Plan Participants. Purchaser shall also establish or otherwise provide a Funding Arrangement for Purchaser's Plan. Purchaser's Plan shall provide that for the purposes of eligibility for membership, vesting and continued benefit accrual, service by Transferred Pension Plan Participants recognized under the Partially Transferred Canadian Pension Plan shall be deemed to be continuous unbroken service with Purchaser. Purchaser further agrees to provide Sellers with such documentation and information as may be reasonably required to satisfy Sellers that Purchaser's Plan and the Funding Arrangement therefor have been properly established or otherwise provided, as applicable, in accordance with this Section 7.9(b).

(iii) If either the Hourly DB Plan or the Salaried DB Plan is one of the Partially Transferred Canadian Pension Plans, the provisions of this Section 7.9(b)(iii) shall apply. Immediately following the Closing Date, Sellers shall cause the actuary for the Hourly DB Plan or the Salaried DB Plan, as the case may be, to calculate the actuarial present value of the accrued benefits of Transferred Pension Plan Participants who are participants in such plan at the Closing Date (the "**Assumed DB Liabilities**"), determined on a solvency basis, recognizing service credited under such plan to the Closing Date. Such calculation shall be made in compliance with the requirements of the PBA including, without limitation, PBA Reg 310/13, and, to the extent permissible, using the same actuarial methods and assumptions used in the last actuarial valuation prepared as at December 31, 2021 and filed with FSRA in respect of the Hourly DB Plan or Salaried DB Plan and applying the provisions of such plan as at the Closing Date. Similarly, Sellers shall cause the actuary for the Hourly DB Plan or the Salaried DB Plan, as the case may be, to calculate the amount of assets to be transferred from the Hourly DB Plan or the Salaried DB Plan, as the case may be, to Purchaser's Plan in respect of such Assumed DB Liabilities, pursuant to section 9 of PBA Reg 310/13 (the "**Assumed DB Assets**"). Sellers shall provide Purchaser with a copy of the report of the actuary for the Hourly DB Plan or the Salaried DB Plan on the calculation of the Assumed DB Liabilities and Assumed DB Assets and shall provide access to the actuary for such plan to confirm the calculation of the Assumed DB Liabilities and Assumed DB Assets, including access to all information, documents or records of Sellers pertaining to the Hourly DB Plan or the Salaried DB Plan necessary for such purpose. If the applicable Governmental Authorities require some variation from the foregoing calculation of the Assumed DB Liabilities and the Assumed DB Assets, the calculation will be modified by the actuary for the Hourly DB Plan or the Salaried DB Plan in accordance with the requirements of such Governmental Authorities. Sellers agree to cause the trustee of the trust fund for the Hourly DB Plan or the Salaried DB Plan to notionally segregate assets in the trust fund for such plan having a value equal to the Assumed DB Assets, as such value may be modified in accordance with the requirements of such Governmental Authorities, effective as of the Closing Date.

(iv) If the Hourly DC Plan or the Salaried DC Plan is one of the Partially Transferred Canadian Pension Plan, the provisions of this Section 7.9(b)(iv) shall apply. Immediately following the Closing Date, Sellers shall direct the funding agent for each such plan to notionally segregate assets in the Funding Arrangement for such plan attributable to the account balances for the Transferred Pension Plan Participants who are participants in such plan (the

"**Assumed DC Assets**"). Concurrently, Sellers shall provide notice to Purchaser of such direction to the funding agent, and Sellers shall provide Purchaser with such details of the calculation of the Assumed DC Assets as Purchaser may reasonably require.

(v) Subject to Section 7.9(b)(ii), (iii) and (iv), Sellers agree to administer each Partially Transferred Canadian Pension Plan in respect of Transferred Pension Plan Participants, until the date on which the transfer of the Assumed DB Assets or the Assumed DC Assets to the Funding Arrangement to be established or otherwise provided for Purchaser's Plan has been completed in accordance with Section 7.9(b)(vi) (the "**Partial Plan Transfer Date**"), in the same manner as it is being administered at the Closing Date but for the account of, and at the expense of, Purchaser or the Assumed DB Assets or Assumed DC Assets, as applicable, subject to any Laws and government regulations and policies. For greater certainty, Sellers shall not be obligated to pay any amounts to or in respect of each Partially Transferred Canadian Pension Plan and the Funding Arrangement therefor in respect of Transferred Pension Plan Participants after the Closing Date except for the account of, and at the expense of, Purchaser. Until the Partial Plan Transfer Date and subject to any other agreements which Sellers and Purchaser may make after the Closing, Sellers agree to receive and deposit contributions, if any, by Purchaser to the Funding Arrangement for the Partially Transferred Canadian Pension Plan and to credit such contributions to the Assumed DB Assets or Assumed DC Assets, as applicable. Until the Partial Plan Transfer Date, the Funding Arrangement for each Partially Transferred Canadian Pension Plans shall continue to be invested under the supervision of Sellers and the trustee or funding agent for each Partially Transferred Canadian Pension Plan, and the Assumed DB Assets and Assumed DC Assets shall be adjusted to reflect the investment performance of such Funding Arrangement. Sellers and the trustee or funding agent for each Partially Transferred Canadian Pension Plan shall act in a fiduciary capacity with reasonable diligence and prudence and in good faith in so doing and, provided they so act, neither Sellers nor the trustee or funding agent of each Partially Transferred Canadian Pension Plan shall be liable for the investment performance of the Assumed DB Assets or Assumed DC Assets or responsible for any loss in the value of the Assumed DB Assets or Assumed DC Assets as the result of investment performance.

(vi) The fees of the actuary for each Partially Transferred Canadian Pension Plan, in respect of the assignment of the liability and responsibility under each Partially Transferred Canadian Pension Plan for Transferred Pension Plan Participants to Purchaser's Plan and for the transfer of the value of the Assumed DB Assets and Assumed DC Assets, as adjusted, to the Funding Arrangement to be arranged or otherwise provided by Purchaser therefor, shall be paid to the extent permissible from the assets of the applicable Partially Transferred Canadian Pension Plan. Purchaser shall be responsible for all expenses incurred in respect of the establishment of Purchaser's Plan and the trust fund or other Funding Arrangement therefor.

(c) Successor Plan Administrator. The obligations of Sellers set forth in Section 7.9(a) and Section 7.9(b) include certain obligations of Sellers to be performed by them in their capacities as administrators of the Canadian Pension Plans. If a successor administrator is appointed at any time for any of the Canadian Pension Plans, as contemplated pursuant to the provisions of the PBA, the obligations of any Sellers in their respective capacities as administrators of any of the Canadian Pension Plans shall be binding upon the successor administrator appointed in respect of that Canadian Pension Plan, which shall carry out such obligations pursuant to Section 7.9(a) and Section 7.9(b) as the successor administrator to Sellers.

Section 7.10 **Non-Transferrable Insurance**. Except as otherwise provided in this Agreement, and to the extent that any insurance policies that are not transferable at the Closing in accordance with the terms thereof cover any loss, Liability, claim, damage or expense relating to any Purchased Assets or Assumed Liabilities and such insurance policies continue after the Closing to permit claims to be made thereunder with respect to events occurring prior to the Closing, (a) Sellers shall hold such insurance policies in trust for the benefit of Purchaser and Purchaser shall have coverage thereunder and (b) Purchaser and Sellers shall cooperate with the other, as applicable, at the sole cost and expense of Purchaser, in good faith in submitting and pursuing such claims for the benefit of Purchaser and its Affiliates. Further, and except as otherwise provide in this Agreement, Sellers shall pay over to Purchaser promptly any insurance proceeds paid or recovered thereunder with respect to such claims. In the event Purchaser determines to purchase replacement coverage with respect to any such insurance policy, Sellers shall reasonably cooperate with Purchaser to terminate such insurance policy and shall, at the option of Purchaser, promptly pay over to Purchaser any refunded or returned insurance premiums received by Sellers in connection therewith or cause such premiums to be applied by the applicable carrier to the replacement coverage arranged by Purchaser.

Section 7.11 **Use of Name**. Each Seller agrees, and agrees to cause each of its Affiliates, (a) within thirty (30) calendar days after the Closing Date, to amend their respective corporate entity names and Fundamental Documents (including in connection with the Bankruptcy Cases or in any other legal case or proceeding in which any Seller is a party and for the purpose of winding up Sellers and their estates) that are required to change their respective entity names to a new name that is, in Purchaser's reasonable judgment, sufficiently dissimilar to each Seller's respective present name and/or any Trademark used in connection with the Business so as to avoid confusion and make their respective present name available to Purchaser, (b) within ninety (90) calendar days after the Closing Date, to cease all use of the Trademarks "DCL," "Dominion Colour" and any other Trademark used in connection with the Business, or any name or Trademark that contains or comprises any such Trademarks or is an abbreviation, translation, transliteration or derivative thereof, an acronym therefor or otherwise confusingly similar thereto for any purpose; *provided, however,* that Sellers may use "f/k/a DCL Corporation" or such similar description in the title of the CCAA Proceeding or the US Bankruptcy Cases.

Section 7.12 **License Approvals**. At Purchaser's sole cost and expense, Sellers shall assist Purchaser with the preparation, filing and prosecution of each application, petition or other filing with any Governmental Authority with respect to obtaining the necessary Consents and approvals pertaining to transfer of any Licenses to Purchaser ("**License Approvals**"), including (i) making reasonably available to Purchaser the Sellers' employees responsible for managing the Licenses and Sellers' License counsel (subject to compliance with ethical rules) to assist and consult with Purchaser on the License Approvals, and (ii) participating in any legal proceedings reasonably requested by Purchaser to obtain such Licenses. Sellers shall promptly provide to Purchaser any necessary information for obtaining the Licenses, and shall direct all persons employed by, related to or under control of Sellers whose cooperation is reasonably necessary or convenient to Purchaser's application for Licenses in Purchaser's name, and shall provide any Licenses of Sellers for surrender when directed by Purchaser to do so.

Section 7.13 **Trademarks and Patents**. Prior to the Closing Date, Sellers shall use commercially reasonable efforts to (i) execute and record all documents, including all applicable

filings with the United States Patent and Trademark Office and with the registries and other governmental authorities in all applicable foreign jurisdictions, and take all other actions necessary or desirable to validate, perfect and record ownership of all Registered Intellectual Property included in the Purchased Assets by Purchaser or its designee, and to ensure that the chain of title of all such Registered Intellectual Property reflects all prior acquisitions and transfers of each item of such Registered Intellectual Property such that upon the assignment to Purchaser contemplated by this Agreement and the recordal thereof, such Purchaser or its designee shall be identified in the records of each applicable registry or governmental authority as a current owner of record of each such item of Registered Intellectual Property without defects in chain of title, and (ii) obtain from the holders thereof, documents to release all existing security interests recorded against all such Registered Intellectual Property upon Closing. After Closing, Sellers shall record (at Purchaser's expense), such releases with the United States Patent and Trademark Office and with the registries and other governmental authorities in all applicable foreign jurisdictions and take all other actions necessary or desirable to release all existing security interests recorded against all such Registered Intellectual Property.

Section 7.14 Replacement Financial Assurance. Purchaser acknowledges and agrees that it shall replace each Financial Assurance with a new financial assurance satisfactory to the applicable Governmental Authority or other Person holding such Financial Assurance (collectively, the "**Replacement Financial Assurance**") or take any other action, to the satisfaction of the applicable Governmental Authority or Person holding such Financial Assurance. Purchaser agrees to use commercially reasonable efforts to replace each Financial Assurance in accordance with this Section 7.14 and to assist the applicable Governmental Authority in facilitating the return of such Financial Assurance to the relevant Seller or an Affiliate thereof or alternatively the cancellation of same, at or prior to Closing and in any event no later than sixty (60) days following Closing.

Section 7.15 Supplement to Seller Disclosure Schedule. From time to time prior to the Closing, Sellers shall have the right (but not the obligation) to supplement or amend the Seller Disclosure Schedule hereto (each, a "**Schedule Supplement**"). Any disclosure in such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement; *provided*, *however*, that if any such Schedule Supplement discloses a matter that would lead to a failure to satisfy the condition in Section 9.2(a), Purchaser shall have ten (10) days following delivery of such Schedule Supplement to terminate this Agreement, and if Purchaser does not terminate this Agreement within such ten (10) day period, such Schedule Supplement shall thereafter be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement to which such Schedules Supplement relates; *provided, further, however,* that Sellers and Purchaser may supplement or amend Sections 1.1, 2.2(e), 5.8, 5.10(a), 5.12(a), 5.15, 5.17, 7.1(a), 7.1(b), 9.2(d) in accordance with the terms of the Original Asset Purchase Agreement.

ARTICLE VIII
TAX MATTERS

Section 8.1 Pre-Closing Taxes. Purchaser shall not be obligated to pay any Taxes (except for any Assumed Tax Liabilities) imposed by any Governmental Authority on any of the

Sellers or the Business, or with respect to the Purchased Assets, in each case due or owing with respect to any taxable period (or portion thereof) ending on or prior to the Closing Date.

Section 8.2 **Transfer Taxes**. Notwithstanding Section 8.1, any and all stamp, duty, stamp duty, transfer, documentary, registration, ETA Taxes, business and occupation and other similar Taxes imposed by any Governmental Authority in connection with the Sale contemplated by this Agreement (the "**Transfer Taxes**") shall be paid by Purchaser. Purchaser and Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation; *provided further* that the parties shall reasonably cooperate in availing themselves of any available Tax elections or exemptions from any collection of (or otherwise reduce) any such Transfer Taxes.

(a) Purchaser and the Canadian Seller shall, to the extent applicable, jointly make election(s) under subsection 167(1) of the ETA in respect of the sale of the Canadian Purchased Assets, in the prescribed form, such that no ETA Tax is payable in respect of such sale. Purchaser shall timely file such election forms with the appropriate Governmental Authority in the prescribed manner. Notwithstanding such election, in the event that it is determined by a Governmental Authority that the Canadian Seller is liable to pay, collect or remit any ETA Taxes in respect of the sale of the Canadian Purchased Assets, Purchaser shall forthwith pay such ETA Taxes, plus any applicable interest and penalties, to the Canadian Seller for remittance to the appropriate Governmental Authority.

(b) At the request of Purchaser, Purchaser and Canadian Seller shall, to the extent applicable, jointly make an election pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable Canadian provincial income tax statute, in respect of the Canadian Seller transferring its Accounts Receivable (excluding, for certainty, any Excluded Assets) to Purchaser as part of the Canadian Purchased Assets. Purchaser and Canadian Seller agree to jointly make the necessary election(s) and to execute and file within the prescribed time the prescribed election form(s) required to give effect to the foregoing.

(c) At the request of Purchaser, Purchaser and Canadian Seller shall, to the extent applicable, jointly make an election under Section 20(24) of the Tax Act and the corresponding provisions of any applicable Canadian provincial income tax statute, in respect of amounts for future obligations and shall timely file such election(s) with the appropriate Governmental Authority. To the extent applicable for Canadian Tax purposes, Canadian Seller and Purchaser acknowledge that a portion of the Purchased Assets was transferred to Purchaser as payment by Canadian Seller to Purchaser for the assumption by Purchaser of any such future obligations of the Canadian Seller.

Section 8.3 **Cooperation on Tax Returns and Tax Proceedings**. Purchaser and Sellers shall cooperate fully and in good faith as and to the extent reasonably requested by the other party, in connection with the preparation and filing of Tax Returns and any Action with respect to Taxes (each, a "**Tax Proceeding**") imposed on or with respect to the Purchased Assets or the Business. Such cooperation shall include the retention and (upon the other party's request) the prompt provision of records and information which are reasonably relevant to any such Tax Return or Tax Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Sellers and

their Affiliates shall (a) abide by all record retention agreements entered into with any Governmental Authority and (b) give Purchaser thirty (30) days' written notice prior to transferring, destroying or discarding any Tax records and, if Purchaser so requests, shall allow Purchaser to take possession of such Tax records. For greater certainty, Purchaser agrees that applicable former employees of the Sellers will provide reasonable assistance to Sellers in the preparation of Sellers' financial statements for their respective fiscal year ends at no cost to Sellers. A Seller's obligations under this Section 8.3 shall terminate upon the dissolution of such Seller.

ARTICLE IX
CONDITIONS

Section 9.1 Conditions to Each Party's Obligations. The respective obligations of Purchaser and Sellers to consummate the Sale shall be subject to the satisfaction at or prior to the Closing of each of the following conditions unless waived, to the extent permitted by applicable Law, by both Sellers and Purchaser in writing:

(a) No Injunctions or Restraints. No Governmental Order or other Law preventing consummation of the Sale shall be in effect or shall not have become final and non-appealable and remain in effect for five (5) Business Days after notice of such Governmental Order or other Law has been received by Sellers and Purchaser.

(b) No DIP Facility Acceleration. No acceleration of the obligations evidenced by the DIP Credit Agreement shall have occurred and be continuing; *provided*, that acceleration of the obligations shall not be deemed to occur as a result of the DIP Credit Agreement Stated Maturity Date (as defined in the DIP Credit Agreement) so long as the DIP Agent has agreed to forbear with respect to exercising remedies in respect thereof.

(c) Entry or Granting of Orders. The US Bankruptcy Court shall have entered the US Sale Procedures Order and the US Sale Order, and each shall be acceptable to Purchaser. The CCAA Court shall have granted the CCAA Initial Order, the CCAA Amended and Restated Initial Order, the CCAA Sale Procedures Order and the CCAA Sale Order, and each shall be acceptable to Purchaser.

(d) Competition Act Clearance. Competition Act Clearance, if required, shall have been obtained.

Section 9.2 Conditions to the Obligations of Purchaser. The obligation of Purchaser to consummate the Sale shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions unless waived in writing, in whole or in part, by Purchaser:

(a) Representations and Warranties of Sellers. (i) Ignoring for purposes of this Section 9.2(a) any qualifications as to materiality or Material Adverse Effect contained in Article V, the representations and warranties of Sellers set forth in this Agreement (other than the Fundamental Representations of Sellers) shall be true and correct as of the date of the Original Asset Purchase Agreement and as of the Closing as though made at and as of the Closing (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date), except in the case where the failure of such representations and warranties to be so true and correct would not

have, individually or in the aggregate, a Material Adverse Effect, and (ii) the Fundamental Representations of Sellers shall be true and correct (other than *de minimis* inaccuracies) as of the date of the Original Asset Purchase Agreement and as of the Closing as though made at and as of the Closing (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date).

(b) Performance of Obligations. Each Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Deliverables. Purchaser shall have been furnished with the documents set forth in Section 4.2(a).

(d) Consents. Purchaser shall have received all Consents set forth in Section 9.2(d) of the Seller Disclosure Schedule.

(e) No Material Adverse Effect. From the date of the Original Asset Purchase Agreement, no Material Adverse Effect shall have occurred.

(f) Designated Amount. As of the Closing, the Designated Amount shall not have been greater than the amount set forth in the definition thereof.

(g) SER Merger Code. Purchaser shall have received confirmation from Sellers that the consultation process with the secretariat of the Social and Economic Council and the trade union (if any) in the sense of the SER Merger Code has been completed in full compliance with applicable Law.

(h) Excess Availability. The Excess Availability (as defined in the DIP Credit Agreement, but also reflecting outstanding Obligations under the DIP Facility immediately prior to Closing) based on the borrowing base for the week prior to the week in which Closing is to occur shall not have been less than $0.

(i) Designated Location. The Designated Location shall be delivered to Purchaser in a condition in which (i) operations of such facility have been ceased and (ii) such facility has been placed in a safe and secure idle state by the Canadian Seller.

Section 9.3 Conditions to the Obligations of Sellers. The obligation of Sellers to consummate the Sale shall be subject to the satisfaction at or prior to the Closing of each of the following conditions unless waived in writing, in whole or in part, by Sellers:

(a) Representations and Warranties of Purchaser. (i) The representations and warranties of Purchaser set forth in this Agreement (other than the Fundamental Representations of Purchaser) shall be true and correct as of the date of the Original Asset Purchase Agreement and as of the Closing as though made at and as of the Closing (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date), provided that the condition set forth in this Section 9.3(a)(i) shall be deemed satisfied unless any failures to be so true and correct would be reasonably

likely to, individually or in the aggregate, materially adversely affect Purchaser's ability to consummate the transactions contemplated by this Agreement, and (ii) the Fundamental Representations of Purchaser shall be true and correct (other than *de minimis* inaccuracies) as of the date of the Original Asset Purchase Agreement and as of the Closing as though made at and as of the Closing (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date).

(b) Performance of Obligations. Purchaser shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Excluded Cash. Sellers shall have received the Excluded Cash, the Additional Cash Consideration, the Deferred Fees and the Adequate Assurance Account. For the avoidance of doubt, that US Sellers shall have received $1,425,000 and the Monitor, on behalf of the Canadian Seller, shall have received $575,000, of the Designated Amount, free and clear of all Liens and claims, including the Liens and claims of Purchaser, DIP Lenders, and Pre-Petition Term Lenders; *provided*, *however*, that, (i) the Designated Amount delivered to the Monitor, on behalf of the Canadian Seller, shall be subject to the administration charge granted in the CCAA Proceeding, and (ii) the CCAA Cash Pool shall be subject to the Liens and claims in the estate of the Canadian Seller in the CCAA Proceeding, other than the Liens and claims of the Purchaser and its Affiliates, DIP Lenders and their Affiliates, Pre-Petition Term Lenders and their Affiliates, and the US Sellers.

(d) Deliverables. Sellers shall have been furnished with the documents set forth in Section 4.2(b).

Section 9.4 Monitor's Certificate.

(a) When the conditions to Closing set out in Section 9.1, Section 9.2 and Section 9.3 have been satisfied and/or waived by Sellers and Purchaser, as applicable, Sellers and Purchaser will each deliver to the Monitor the applicable Conditions Certificate. Upon receipt of each of the Conditions Certificates, the CCAA Cash Pool and the Canadian Designated Amount Portion, the Monitor shall (i) issue forthwith its Monitor's Certificate concurrently to Sellers and Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to Sellers and Purchaser).

(b) The parties hereto acknowledge and agree that the Monitor shall be entitled to file the Monitor's Certificate with the CCAA Court without independent investigation upon receiving the Conditions Certificates, and the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions and shall have no liability to Seller or Purchaser or any other Person as a result of filing the Monitor's Certificate upon receiving such Conditions Certificates.

ARTICLE X
TERMINATION PROCEDURES

Section 10.1 Termination. This Agreement may be terminated and the Sale contemplated in this Agreement may be abandoned at any time prior to the Closing Date, notwithstanding the fact that any requisite authorization and approval of the Sale shall have been received, as follows; *provided,* that if a Party does not exercise a right to terminate this Agreement within five (5) Business Days of receipt of written notice from the other Party, in accordance with Section 12.5, of the circumstances creating such right to terminate, such Party shall be deemed to have waived the ability to terminate this Agreement for such circumstances:

(a) by the mutual written consent of Purchaser and Sellers;

(b) by Sellers, if Purchaser has breached any of its obligations under this Agreement or the Sale Orders, which breach would result in a failure of a conditions set forth in Section 9.1 or Section 9.3 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) days after the delivery of written notice by Sellers to Purchaser of such breach, and (ii) the End Date;

(c) by Purchaser or Sellers, if the Closing has not occurred by April 14, 2023 (the "**End Date**"); *provided*, that Purchaser, Sellers and the Creditors' Committee may collectively agree to extend such date; *provided, further*, that the right to terminate this Agreement under this Section 10.1(c) shall not be available to any party who shall have been the cause of, or whose action or inaction shall have resulted in, the failure of the Closing to occur by such date;

(d) by Purchaser or Sellers, if there shall be any Governmental Order or other Law that makes consummation of the Sale illegal or otherwise prohibits restrains, or enjoins the consummation of the Sale and such Governmental Order or other Law shall have become final and non-appealable and remain in effect for five (5) Business Days after notice of such Governmental Order or other Law has been received by Sellers and Purchaser; *provided*, that the right to terminate this Agreement under this Section 10.1(d) shall not be available to any party who shall have been the cause of, or whose action or inaction shall have resulted in, the Governmental Order or other Law prohibiting, restraining, or enjoining the Sale;

(e) by Purchaser or Sellers upon the US Bankruptcy Court's or the CCAA Court's approval of Sellers' entry into or pursuit of an Alternative Restructuring Proposal; *provided*, that Sellers shall have the right to terminate this Agreement pursuant to this Section 10.1(e) only if they have complied in all material respects with the requirements of Section 7.7 hereof;

(f) by Sellers, if required in connection with the discharge of its or its directors or managers fiduciary duties in accordance with Section 7.6(a);

(g) by Purchaser, if any Seller has breached any of its obligations under this Agreement or the Sale Orders, which breach would result in a failure of a conditions set forth in Section 9.1 or Section 9.2 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) days after the delivery of written notice by Purchaser to Sellers of such breach, and (ii) the End Date;

(h) by Purchaser, if (i) the US Bankruptcy Cases are converted to cases under chapter 7 of the US Bankruptcy Code, a trustee or examiner with expanded powers is appointed pursuant to the US Bankruptcy Code or the US Bankruptcy Court enters an Order pursuant to section 362 of the US Bankruptcy Code lifting the automatic stay with respect to any material portion of the Purchased Assets or (ii) the CCAA Proceeding is converted to a receivership or a bankruptcy under the BIA, a trustee in bankruptcy, receiver, receiver and manager or liquidator is appointed in respect of the Canadian Seller or its assets or business or if the CCAA Court grants an Order lifting the stay of proceeds with respect to any material portion of the Purchased Assets;

(i) [RESERVED];

(j) by Purchaser, upon (i) delivery by the DIP Agent of a Carve-Out Trigger Notice (as defined in the US DIP Order), (ii) the DIP Agent exercising remedies under Section 9.1(a), (b), or (c) (except, for the avoidance of doubt, any such direction made in accordance with the Sale Procedures Orders) of the DIP Credit Agreement, (iii) an Event of Default (as each is defined in the DIP Credit Agreement) pursuant to Section 8.14(d) (except any violation, breach, or default of a Financing Order arising from any Event of Default other than 8.14(i) or 8.14(m) (as modified for purposes of this clause (j)) shall not constitute an Event of Default for purposes of this clause (j)), 8.14(i), or 8.14(m) (provided that (A) references in Section 8.14(m)(i) or (ii) therein to 15% shall be deemed to refer to 19% for purposes of this clause (j) and references to 80% shall be deemed to refer to 76% for purposes of this clause (j), and (B) the budget attached to the final US DIP Order shall be used for the purposes of conducting the Section 8.14(m) testing for this clause (j)) of the DIP Credit Agreement (or a waiver of any Event of Default arising under Section 8.14(d), (i), or (m) of the DIP Credit Agreement (to the extent that it would constitute an Event of Default for purposes of the rights of Purchaser to terminate this Agreement under this clause (j)), without the consent of Purchaser), or (iv) if the DIP Orders or the DIP Credit Agreement are modified in any respect materially adverse to the interests of Purchaser without the consent of Purchaser; *provided*, that the Purchaser shall not have any termination right arising out of (a) any variance from the budget attached to the final US DIP Order which occurred prior to the date of this Agreement, (b) any Event of Default (as defined in the DIP Credit Agreement) previously disclosed as of the date of this Agreement to Purchaser in writing, (c) any Event of Default subject to a forbearance agreement as of the date of this Agreement, including to permit an extension of the DIP Credit Agreement Stated Maturity Date (as defined in the DIP Credit Agreement) to April 14, 2023, or (d) the update to the DIP Budget provided to Purchaser as of the date of this Agreement, or, in the case of clauses (c) and (d), as further extended or updated as agreed to by the Sellers, the Purchaser and Creditors' Committee;

(k) by Purchaser, if for any reason whatsoever, Purchaser is unable to include the Credit Bid as part of the Purchase Price, in any amount Purchaser deems fit, for the Purchased Assets;

(l) by Purchaser, if the Sale Procedures Orders (including the Sale Procedures) or the Sale Orders are modified in any material respect without the consent of Purchaser;

(m) by Purchaser, if Sellers are unable to assign a Material Contract that Purchaser has elected to purchase and assume;

(n) by Purchaser, if the condition set forth in Section 9.2(f) is not capable of being satisfied;

(o) by Purchaser, if the Exit Costs exceed $2,900,000;

(p) by Purchaser, if the Select Assumed Liabilities exceed $6,500,000; or

(q) by Purchaser, if the amount necessary to conduct an orderly wind down of Sellers after the Closing Date exceeds the limitation amount set forth in the definition of Designated Amount.

In the event of termination of this Agreement as permitted by Section 10.1, this Agreement shall become void and of no further force and effect, except for the provisions of ARTICLE XII, which shall remain in full force and effect, and nothing in this Agreement shall be deemed to release or relieve any party from any Liability for any fraud or willful breach by such party of the terms and provisions of this Agreement.

Section 10.2 Failure to Close.

(a) If this Agreement is terminated pursuant to Section 10.1, Purchaser shall, or shall cause its Affiliates, prior to applying any proceeds of realization against any Pre-Petition Term Loan Obligations and with priority over any other payments to be made from such proceeds to the Term Agent and after application to certain Obligations (as defined in the DIP Credit Agreement) as provided in Amendment No. 4 to Intercreditor Agreement, to forthwith turn over proceeds of the liquidation of the Term Loan Priority Collateral (as defined in the Pre-Petition Term Loan) in the amount equal to the Deferred Fees accrued through the date of termination (i) in the case of Deferred Fees owing to US Professionals, to the US Sellers estates, and (ii) in the case of Deferred Fees owing to Canadian Professionals, to the Canadian Professionals; *provided* that if such proceeds are insufficient to pay the full amount of the Deferred Fees, such amounts shall be allocated pro-rata amongst the Deferred Professionals based on their respective Deferred Fees as compared to the full amount of Deferred Fees; *provided, further,* that in respect to Deferred Fees paid to the US Sellers pursuant to this Section 10.2(a)(i), the US Sellers shall promptly return to Purchaser any Deferred Fees not subsequently allowed by final order of the US Bankruptcy Court.

(b) Payment of the Deferred Fees to the Canadian Professionals or to the US Sellers shall be paid by way of wire transfer in accordance with the wire transfer instructions as provided to Purchaser by each Canadian Professional and the US Sellers.

(c) The obligations of Purchaser to pay the Deferred Fees of counsel to Canadian Seller and the Monitor and counsel to the Monitor pursuant to Section 10.2(a) shall be secured by an increase to the existing Administration Charge (as defined in the CCAA Amended and Restated Initial Order) in the CCAA Proceeding up to the amount of such Deferred Fees over the Collateral to the extent not paid by Purchaser in accordance with Section 10.2(a); *provided, however,* that such increase shall be subject to the terms of the CCAA Sale Order. Notwithstanding anything to the contrary herein, if this Agreement is terminated pursuant to Section 10.1, the Purchaser shall not, and shall cause its Affiliates not to, use this Agreement as a basis for objecting to any further increases to the Administration Charge sought by any of the beneficiaries thereof.

(d) This Section 10.2 shall survive termination of this Agreement and the Deferred Professionals shall be third party beneficiaries of this Section 10.2.

ARTICLE XI
NO SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND CERTAIN COVENANTS

Section 11.1 No Survival of Representations and Warranties and Certain Covenants. None of the representations and warranties of Sellers or Purchaser contained in ARTICLE V and ARTICLE VI hereof, respectively, including the Seller Disclosure Schedule or any certificate or instrument delivered in connection herewith at or prior to the Closing, and none of the covenants contained in ARTICLE VII to be performed on or prior to the Closing shall survive the Closing other than Section 7.11(a). The Confidentiality Agreement and the parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing shall survive the Closing indefinitely unless otherwise set forth herein.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Governing Law. This Agreement and all claims and causes of action that may be based on, arise out of, or relate to this Agreement or the negotiation, execution, or performance of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware (without giving effect to any choice or conflict of laws principles), except to the extent that the Laws of such state are superseded by the US Bankruptcy Code or the CCAA, as applicable.

Section 12.2 Jurisdiction; Forum; Service of Process; Waiver of Jury. With respect to any Action arising out of or relating to this Agreement, each Seller and Purchaser hereby irrevocably:

(a) consents to the exclusive jurisdiction of (i) the US Bankruptcy Court, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement relating to the US Sellers and (ii) the CCAA Court, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement relating to the Canadian Seller. After US Sellers are no longer subject to the jurisdiction of the US Bankruptcy Court, the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States District Court for the District of Delaware ("**Selected Courts**") for any Action arising out of or relating to this Agreement or the other Transaction Documents and the transactions contemplated hereby and thereby (and agrees not to commence any Action relating hereto or thereto except in such courts) and waives any objection to venue being laid in the Selected Courts whether based on the grounds of forum non conveniens or otherwise, provided that the CCAA Court shall have jurisdiction over the Canadian Purchased Assets and the Canadian Assumed Liabilities;

(b) consents to service of process in any Action by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized international express carrier or delivery service, to Sellers or Purchaser at their respective addresses referred to in Section 12.5

hereof; *provided, however,* that nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law, and

(c) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS.

Section 12.3 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the parties hereto. No assignment of this Agreement may be made by any party at any time, whether or not by operation of law, without the other party's prior written consent; *provided, however,* that if Purchaser is the Successful Bidder under the Sales Procedures, Purchaser may, without the consent of the other parties hereto, assign any of its rights, interests and obligations under this Agreement to one or more Affiliates of Purchaser or, with respect to the Assigned Claims and other rights to be assigned to the Trust pursuant to Section 7.6(d)(ii) and/or (iii), to the Trust, which assignment will not relieve Purchaser of any obligations hereunder. Except as specifically provided for herein, only the parties to this Agreement or their permitted assigns shall have rights under this Agreement.

Section 12.4 Entire Agreement; Amendment. This Agreement, the Confidentiality Agreement and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and supersede all prior agreements relating to the subject matter hereof. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by Sellers and Purchaser expressly stating that such instrument is intended to amend, modify, supplement, waive, discharge or terminate this Agreement or such term hereof. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).

Section 12.5 Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by electronic mail (with receipt confirmed), nationally recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other party:

(a) if to Sellers or Seller, to:

Dominion Colour Corporation
1 Concorde Gate
Suite 608, Toronto, Ontario, Canada
M3C 3N6
Attention: Scott Davido, CRO
Email: scott.davido@ankura.com

with a copy (that shall not constitute notice) to:

King & Spalding LLP
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309
Attention: Jeff Dutson, Rahul Patel
Email: jdutson@kslaw.com, rpatel@kslaw.com

-and-

Blake Cassels & Graydon LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, ON M5L 1A9
Attention: Linc Rogers, Milly Chow
Email: linc.rogers@blakes.com; milly.chow@blakes.com

(b) if to Purchaser, to:

c/o Blackstone Alternative Credit Advisors LP
345 Park Avenue
31st Floor
New York, NY 10154
Attn: Randy Kessler
Email: randall.kessler@blackstone.com

with copies (that shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019-6099
Attention: Matthew Feldman, Jeffrey Pawlitz, Victor Okasmaa, and Morgan McDevitt
Email: mfeldman@willkie.com, jpawlitz@willkie.com, vokasmaa@willkie.com, and mmcdevitt@willkie.com

-and-

Cassels Brock & Blackwell LLP
40 King Street West
Suite 2100, Scotia Plaza
Toronto, ON M5H 3C2
Attention: Ryan Jacobs, Joseph Bellissimo, and Colin Ground
Email: rjacobs@cassels.com, jbellissimo@cassels.com, and cground@cassels.com

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when delivered personally or by overnight courier to the parties at the above addresses or sent by electronic transmission, with confirmation received, to the e-mail addresses specified above (or at such other address for a party as shall be specified by like notice).

Section 12.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to Sellers or Purchaser upon any breach or default of any party under this Agreement, shall impair any such right, power or remedy of Sellers or Purchaser nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, Permit, Consent or approval of any kind or character on the part of Sellers or Purchaser of any breach or default under this Agreement, or any waiver on the part of any such party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, in equity, or otherwise afforded to Sellers or Purchaser shall be cumulative and not alternative.

Section 12.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signed facsimile, email in pdf format or other electronically signed copies of this Agreement shall legally bind the parties to the same extent as original documents.

Section 12.8 Severability. In the event that any one or more of the provisions of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force to the maximum extent permitted by Law and effect without said provisions; *provided* that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party. Any provision held invalid or unenforceable only in part or degree will remain in full force to the maximum extent permitted by Law to the extent not held invalid or unenforceable.

Section 12.9 Titles and Subtitles. The table of contents, titles, subtitles, and section headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

Section 12.10 No Public Announcement. Absent the prior written consent of the other party, neither Sellers nor Purchaser shall make any press release, public announcement or securities filing with any Governmental Authority concerning the transactions contemplated by the Transaction Documents, except as and to the extent that any such party shall be obligated to make any such disclosure by this Agreement or by applicable Law, and then only after giving the other party hereto adequate time to review such disclosure and consider in good faith the comments of the other party hereto and consultation as to such comments with such party as to the content of such disclosure; *provided, however*, that nothing in this Section 12.10 shall restrict the parties hereto from making disclosures to the US Bankruptcy Court or CCAA Court or in filings in the US Bankruptcy Court or CCAA Court; *provided, further, however,* that, to the extent practicable, the disclosing party provides the non-disclosing party with copies of all such filings or disclosures

concerning the transactions contemplated by the Transaction Documents, to be delivered to such non-disclosing party at least two (2) Business Days in advance of any such filing or disclosure and that the disclosing party shall consider in good faith any comments made by the non-disclosing party to such filings or disclosures. Notwithstanding anything to the contrary herein or in the Confidentiality Agreement, the parties hereto and each of their respective employees, representatives or other agents, are permitted to disclose to any and all Persons the tax treatment and tax structure of the transactions and all materials of any kind (including opinions or other tax analyses) that are or have been provided to such parties related to such tax treatment and tax structure; *provided, however*, that the foregoing permission to disclose the tax treatment and tax structure does not permit the disclosure of any information that is not relevant to understanding the tax treatment or tax structure of the transactions (including the identity of any party and the amounts paid in connection with the transactions); *provided, further, however*, that the tax treatment and tax structure shall be kept confidential to the extent necessary to comply with securities Laws.

Section 12.11 Specific Performance. Subject to ARTICLE X, Sellers and Purchaser agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the parties fail to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that, subject to ARTICLE X, (a) Sellers or Purchaser will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the parties' respective covenants and agreements under this Agreement that survive the Closing, without the requirement of posting a bond or other security, and without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (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 Purchaser would have entered into this Agreement. The remedies available to Sellers or Purchaser pursuant to this Section 12.11 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller or Purchaser from seeking to collect or collecting damages. In no event will this Section 12.11 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty of any Seller made herein.

Section 12.12 Free and Clear Transfer. Pursuant to section 363(f) of the US Bankruptcy Code and section 36 of the CCAA, upon the granting of the applicable Sales Orders, the transfer of the Purchased Assets shall be free and clear of any and all Liens (other than Permitted Liens, but excluding clause (iv) thereof), including any Liens or claims arising out of any bulk transfer Laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Orders.

Section 12.13 Non-Recourse. All claims, obligations, liabilities, or causes of action that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or the other Transaction Documents, or the negotiation, execution or performance of this Agreement or any other Transaction Documents (including any representation or warranty made in connection with or as an inducement to this Agreement or any

other Transaction Documents) or the transactions contemplated hereby or thereby may be made only against (and are those solely of) the Persons that are expressly identified as parties to this Agreement and the other Transaction Documents. No other Person, including any of their past, present or future Affiliates, directors, officers, employees, incorporators, members, partners, managers, stockholders, agents, attorneys, or representatives of, or any financial advisors or lenders to any of the foregoing shall have any liabilities for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or the other Transaction Documents, or the negotiation, execution, performance, or breach thereof.

Section 12.14 Action by US Sellers. Holdings shall be entitled to act on behalf of each US Seller for any action required or permitted to be taken by any US Seller under this Agreement.

Section 12.15 Third Party Beneficiaries. Except as otherwise set forth herein, the terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first above written.

SELLERS:

H.I.G. Colors Holdings Inc.

By: _____
Name: Scott Davido
Title: CEO / CRO

H.I.G. Colors, Inc.

By: _____
Name: Scott Davido
Title: CEO / CRO

DCL Holdings (USA), Inc.

By: _____
Name: Scott Davido
Title: CEO / CRO

DCL Corporation (USA), LLC

By: _____
Name: Scott Davido
Title: CEO / CRO

DCL Corporation (BP), LLC

By: _____
Name: Scott Davido
Title: CEO / CRO

Dominion Colour Corporation (USA)

By: _____
Name: Scott Davido
Title: CEO / CRO

DCL Corporation

By: _____
Name: Scott Davido
Title: CEO / CRO

PURCHASER:

Pigments Services, Inc.

By:_____
Name: John Beberus
Title: President and Secretary

EXHIBIT A

DUTCH DEED OF TRANSFER

DEED OF TRANSFER
DCL CORPORATION (NL) B.V.

On this, the [***date***], appeared before me, [***civil law notary***], civil law notary in [***place***]:
[***NautaDutilh employee, under proxy***], acting for the purposes of this Deed as the holder of written powers of attorney from:

1. **DCL Corporation**, a corporation under the laws of Ontaria, Canada, having its registered office at 515 Consumers Road, Suite 700, M2J 4Z2 Toronto, Ontario, Canada, registered with the Corporate Registry (Department of Justice) of Ontario, under number 001993321 (the "**Seller**")[1];
2. **BXC Pigments Holdings, Inc**, a corporation under the laws of the State of Delaware, the United States of America, having its registered office at Corporation Trust Center 1209 Orange Street, 19801 DE, Wilmington, The United States of America, registered with the Delaware Secretary of State under number 7177706 (the "**Purchaser**")[2]; and
3. **DCL Corporation (NL) B.V.**, a private company with limited liability under Dutch law, having its corporate seat in Maastricht, with address: Sortieweg 39, 6219 NT Maastricht, and trade register number: 14124987 (the "**Company**").[3]

The person appearing before me, acting in the above capacities, declared the following:

DEFINITIONS

Article 1

In this Deed the following definitions shall apply:

Articles of Association	the Company's articles of association.
Deed	this deed of transfer.
Parties	the parties to this Deed.
Purchase Agreement	the purchase agreement concluded between, among other parties, the Seller and the Purchaser dated the [***date***] day of [***month***] two thousand and twenty-two, a copy of which will be attached to this Deed as an annex.
Purchase Price	[the purchase price for the Shares as specified in [section 3.2 of] the Purchase Agreement.][4]
Shares	six hundred thousand (600,000) ordinary shares in the capital of the Company, having a nominal value of one euro (EUR 1.00) each and numbered 1 up to and including 600,000.[5]

PURCHASE AGREEMENT

Article 2

Under the Purchase Agreement, the Seller has sold the Shares to the Purchaser and the Purchaser has purchased the Shares from the Seller.

CONDITIONS PRECEDENT AND SUBSEQUENT

Article 3

To the extent that the Purchase Agreement is subject to any conditions precedent (*opschortende voorwaarden*) and/or conditions subsequent (*ontbindende voorwaarden*) which have not yet been

[1] Seller to confirm company details.
[2] Purchaser to confirm company details.
[3] Company to confirm that the Company has registered its UBO (to the extent required) and provide the notary with a copy of the UBO extract and accompanying UBO information. If the UBO extract is not available, please provide the notary with the confirmation of registration from the Dutch chamber of commerce.
[4] Please provide the purchase price to be allocated to the Shares.
[5] Please provide the notary with the original up-to-date shareholders register of the Company, preceded by a scan per email.

fulfilled or waived, the Seller and the Purchaser hereby waive all such conditions.

ACQUISITION OF SHARES

Article 4

The Seller acquired the Shares by means of a transfer on the legal basis (*titel*) of liquidation distribution, as is evidenced by a deed executed on the nineteenth day of June two thousand and eighteen before Martijn Gerardus Petrus van Ansem, assigned civil law notary *(toegevoegd notaris*) authorised to execute deeds in the protocol of Robert-Jan Eduard Zwaan, civil law notary in The Hague. The transfer was acknowledged by the Company on the same date, as is evidenced by that same notarial deed.

PURCHASE PRICE AND PAYMENT

Article 5

5.1 The Shares have been sold and purchased for the Purchase Price.

5.2 [The Seller has received the Purchase Price and hereby grants the Purchaser a discharge in respect of the payment thereof.][6]

SHARE TRANSFER RESTRICTIONS

Article 6

The Articles of Association provide that the transferability of shares is not subject to any restrictions.

TRANSFER

Article 7

In fulfilment of the Purchase Agreement, the Seller hereby transfers the Shares to the Purchaser and the Purchaser hereby accepts the Shares from the Seller.

REPRESENTATIONS AND WARRANTIES

Article 8

The representations and warranties that have been given in connection with the transfer of the Shares are set out in the Purchase Agreement.

ACCOUNT AND RISK

Article 9

The Shares shall be for the account and risk of the Purchaser with effect from the date of this Deed.

RESCISSION

Article 10

The Parties waive the right to rescind, or commence legal proceedings to rescind, on any ground whatsoever, the Purchase Agreement and any other agreements underlying the present transfer of the Shares.

ACKNOWLEDGEMENT AND REGISTRATION

Article 11

The Company has taken cognisance of and hereby acknowledges the transfer of the Shares and will immediately enter the transfer in its register.

COSTS

Article 12

The costs of this Deed and of its implementation shall be borne by the [Purchaser].[7]

CHOICE OF LAW AND JURISDICTION

Article 13

This Deed shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute arising in connection with this Deed shall be submitted to the exclusive jurisdiction of the

[6] Manner of payment to confirmed. The draft provides for payment of the purchase price for the shares directly from the Purchaser to the Seller. An alternative option is payment of the purchase price for the shares through the notarial third party account.

[7] To be confirmed.

competent court in Amsterdam.

CIVIL LAW NOTARY

Article 14

14.1 The Parties are aware that the undersigned civil law notary works with NautaDutilh N.V., the firm that has advised the Purchaser in this transaction.

14.2 With reference to the Code of Conduct (*Verordening beroeps- en gedragsregels*) laid down by the Royal Notarial Professional Organisation (*Koninklijke Notariële Beroepsorganisatie*), the Parties hereby explicitly consent to:

a. the undersigned civil law notary executing this Deed; and

b. the Purchaser being assisted and represented by NautaDutilh N.V. in relation to the Purchase Agreement, this Deed and any agreements that may be concluded, or disputes that may arise, in connection therewith.

FINAL STATEMENTS

The person appearing has been authorised to act under three (3) powers of attorney in the form of private instruments, which will be attached to this Deed as an annex.

The person appearing is known to me, civil law notary.

This Deed was executed in [***place***] on the date mentioned in its heading.

After I, civil law notary, had conveyed and explained the contents of the Deed in substance to the person appearing, the person appearing declared to have taken note of the contents of the Deed, to be in agreement with the contents and not to wish them to be read out in full. Following a partial reading, the Deed was signed by the person appearing and by me, civil law notary.

EXHIBIT B

BID DIRECTION LETTER

CREDIT BID DIRECTION LETTER

Delaware Trust Company,
as administrative agent and collateral agent
251 Little Falls Drive
Wilmington, DE 19808
Attn: Loan Administration – DCL Holdings (USA), Inc.

Re: H.I.G. Colors, Inc., et. al.: Credit Bid Direction Letter

This Credit Bid Direction Letter dated as of December 21, 2022 (this "Agreement"), is made among: (a) Pigments Holdings, Inc., a Delaware corporation (the "Purchaser"); (b) the lenders signatory hereto (collectively, the "Directing Lenders"); and (c) Delaware Trust Company, in its capacity as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent", and together with Purchaser and the Directing Lenders, collectively, the "Parties"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Credit Agreement.

RECITALS

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 6, 2018 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement", and the debt facilities contemplated thereby, the "Term Facility"), by and among H.I.G. Colors, Inc., a Delaware corporation and certain affiliates as guarantors, DCL Corporation, a corporation existing under the laws of Ontario, Canada (f/k/a Dominion Colour Corporation) ("DCL Canada"), DCL Holdings (USA), Inc. (f/k/a Lansco Holdings Inc.), as borrowers (collectively, the "Company"), the lenders from time to time party thereto (each a "Lender", and collectively, the "Lenders"), the Agent and the other parties party thereto from time to time;

WHEREAS, reference is made to (i) that certain U.S. Security Agreement, dated as of April 6, 2018 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "US Security Agreement") by and among the grantors party thereto from time to time and the Agent and (ii) that certain Canadian Security Agreement, dated as of April 6, 2018 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "CAN Security Agreement") by and among the grantors party thereto from time to time and the Agent;

WHEREAS, the Company has filed a bankruptcy case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (Case Nos. XXX through XXX) and intends to sell all or substantially all of its assets (the "Assets") pursuant to Section 363 of the Bankruptcy Code (the "US Bankruptcy Sale");

WHEREAS, DCL Canada has applied to the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario for an initial order granting DCL Canada relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and,

in connection with that process, intends to sell the Assets pursuant to Section 36 of the CCAA (the "Canadian Bankruptcy Sale" and together with the US Bankruptcy Sale, the "Bankruptcy Sale");

WHEREAS, reference is made to that certain Interim Order (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Super-Priority Claims, and (D) Grant Adequate Protection; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief (the "Interim DIP Order");

WHEREAS, the Directing Lenders desire to credit bid for the Assets at the Bankruptcy Sale (the "Credit Bid Acquisition");

WHEREAS, Purchaser was formed as an acquisition vehicle by the Directing Lenders to facilitate the Credit Bid Acquisition; and

WHEREAS, immediately following the execution of this Agreement by the Parties, Purchaser shall enter into that certain Asset Purchase Agreement, dated as of December 21, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "APA"), between Purchaser and the Company, pursuant to which Purchaser agrees, that it or its designee(s) will acquire and assume from the Company certain of the Company's assets and assume certain of the Company's liabilities (collectively, the "Sale") in exchange for, among other consideration, a credit bid of the obligations due and owing to the Lenders under the Term Facility (collectively, the "Obligations").

NOW, THEREFORE, to the facilitate the Credit Bid Acquisition and in consideration of the foregoing premises, the mutual covenants, obligations and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Agent's Authority.

1.1. Pursuant to Section 17(a) of the US Security Agreement, upon the occurrence and during the continuance of an Event of Default, the Agent shall, at the instruction of the Required Lenders, exercise in respect of the Collateral, in addition to other rights and remedies provided for in the US Security Agreement, in the other Loan Documents or otherwise available to it, all the rights and remedies of a secured party on default under the UCC or any other applicable law or in equity.

1.2. Pursuant to Section 18(a) of the CAN Security Agreement, upon the occurrence and during the continuance of an Event of Default, the Agent shall, at the instruction of the Required Lenders, exercise in respect of the Collateral, in addition to other rights and remedies provided for in the CAN Security Agreement, in the other Loan Documents or otherwise available to it, all the rights and remedies of a secured party on default under the PPSA, the *Mortgages Act* (Ontario) or any other applicable law or in equity.

1.3. Pursuant to Paragraph 5.11(c) of the Interim DIP Order, the Agent (either directly or via an acquisition vehicle), on behalf of the Lenders and at the direction of the

Required Lenders, shall have the right to "credit bid" all or any portion of the amount of claims that are Pre-Petition Term Loan Obligations (as defined in the Interim DIP Order) arising under the terms of the Loan Documents, during any sale of all or substantially all of the Company's assets, including without limitation, sales occurring pursuant to Section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under Section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code.

1.4. Pursuant to Section 9.01(a) of the Credit Agreement, the Agent (i) agreed to take, upon the written request of the Required Lenders, any action of the type specified in the Loan Documents as being within the Agent's rights, duties, powers or discretion; provided that the Agent is fully justified in failing or refusing to take any such action unless it shall first be indemnified to its satisfaction by the Lenders against any and all liabilities, losses, costs and expenses (including attorneys' fees and expenses) which may be incurred by it by reason of taking or continuing to take any such action, and (ii) shall in all cases be fully protected in acting, or in refraining from acting in accordance with written instructions signed by the Required Lenders, and such instructions and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders.

2. Direction to Agent.

2.1. The Directing Lenders, which constitute the Required Lenders under the Credit Agreement, each hereby authorizes and directs the Agent to take the following actions in connection with the Credit Bid Acquisition pursuant to the Bankruptcy Sale (collectively, the "Direction"):

(a) Pursuant to Section 17(a) of the US Security Agreement, Section 18(a) of the CAN Security Agreement, the other Security Documents and Section 5.11(c) of the Interim DIP Order, conditionally assign (pursuant to an Assignment Agreement in the form attached hereto as Exhibit A (the "Assignment Agreement")) to the Purchaser, a special purpose vehicle created by the Directing Lenders, the limited right to credit bid on behalf of all Lenders up to $90,502,324.67 aggregate principal amount of Loans in connection with the Credit Bid Acquisition; provided, however that the Purchaser may assign (or otherwise designate) its rights and obligations under the APA to one or more of its Affiliates (a "Purchaser Reorganization") and, in such case, all references to the "Purchaser" in this Agreement and the Assignment Agreement shall be automatically amended to apply instead to such Affiliate(s);

(b) Promptly upon the delivery by the Purchaser to the Agent of a certificate and instruction substantially in the form of Exhibit B (the "Certification") hereto notifying the Agent that the purchase of the Assets has been completed, to decrement on the Register the aggregate principal amount of Loans stated in the Certification, which decremented amount shall be allocated pro rata among all Lenders;

(c) To not object to, or impede entry or implementation of, the Sale Order to be entered by the courts in connection with the Bankruptcy Sale, that is in a form satisfactory to the Directing Lenders (the "Sale Order"), and solely to the extent required by the courts, to consent to the entry of the Sale Order and to take such actions as may be reasonably necessary to facilitate the approval and entry of the Sale Order by the courts; and

(d) From time to time after the date hereof to execute, deliver and/or file such further agreements, instruments and other documents (including, without limitation, in connection with (i) the conveyance, transfer or release of the Obligations (or any part thereof) pursuant to this Agreement or (ii) a Purchaser Reorganization (as defined below)), in each case in form and substance reasonably satisfactory to the Directing Lenders and the Agent, and take such other actions as the Directing Lenders may direct in order to consummate the transactions contemplated by this Agreement.

2.2. The Agent is hereby authorized and directed to carry out the Direction; provided that the Directing Lenders may, from time to time, desire to direct the Agent to take certain other or additional actions on their behalf under and pursuant to the Credit Agreement, the US Security Agreement, the CAN Security Agreement, the other Loan Documents (including, for greater certainty, the other Security Documents) and related documentation relating to the transactions contemplated by this Agreement (each such direction, an "Additional Direction"). Each Additional Direction shall be in writing satisfactory to the Agent and explicitly refer to this Agreement. Each Additional Direction shall be deemed a "Direction" under this Agreement and the terms of this Agreement shall apply thereto.

3. Agent's Exculpation.

3.1. The Directing Lenders hereby agree that the Agent shall have no liability for any act taken or not taken in furtherance of this Agreement, the Direction and the transactions contemplated hereby, and hereby ratify and confirm that the indemnities and reimbursement obligations contained in Section 10.03(c) of the Credit Agreement are applicable to the Direction, this Agreement and the actions taken or not taken by the Agent pursuant hereto. For the avoidance of doubt, and without limiting the generality of the foregoing, the Directing Lenders confirm that any right to indemnity or reimbursement referenced in the foregoing sentence shall be applicable to losses resulting from, arising out of or in any manner connected with, directly or indirectly, (a) a determination that the Agent, or any officer, director, employee, shareholder or agent of the Agent breached its or their duty under the Credit Agreement, the US Security Agreement, the CAN Security Agreement, any other related transaction document or applicable law as a result of relying upon and complying with this Agreement or giving effect to the Direction, (b) the enforcement of this Agreement, (c) any proceedings or efforts in which any Person that is not a Directing Lender seeks to restrain the Agent from fulfilling the Direction, or (d) any actions of omissions of the Purchaser. If the indemnity furnished to the Agent in connection with any Direction shall, in the opinion of the

Agent, be insufficient or become impaired, the Agent may call for additional indemnity and cease, or not commence, actions pursuant to the Direction until such additional indemnity is furnished.

3.2. The Directing Lenders hereby agree to use reasonable efforts to cause all fees, costs and expenses of the Agent, including, but not limited to, the fees and costs of its counsel and other external agents it employs in connection therewith, related to or arising out of the negotiation, preparation and performance of this Agreement or the Direction ("Transaction Costs") to be paid under the Interim DIP Order; *provided*, *however*, that to the extent any Transaction Costs are not paid under the Interim DIP Order, the Agent may, in its sole discretion, collect such amounts pursuant to the Credit Agreement, including without limitation, in connection with any indemnification provided to the Agent under the Credit Agreement, the US Security Agreement, the CAN Security Agreement or any related transaction document.

3.3. In no event shall the Agent be liable for any actions or omissions of the Purchaser.

3.4. Nothing in this Agreement shall be construed to require the Agent to take any action in conflict with applicable law, the Credit Agreement, the US Security Agreement, the CAN Security Agreement, any Loan Document, any related transaction document or the Interim DIP Order or which would expose the Agent to liability, financial or otherwise, or which could be construed to be unduly prejudicial to any Lenders who are not signatories to this Agreement.

4. Representations and Warranties of the Directing Lenders. The Directing Lenders each represents and warrants on behalf of itself that the following statements are true, correct and complete as of the date hereof and as of the date of the closing of the sale of the Assets (the "Closing Date"):

4.1. Organization and Good Standing; Power and Authority. It is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. It has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

4.2. Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary organizational actions on its part.

4.3. Binding Obligation. This Agreement is a legally valid and binding obligation of such Directing Lender, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability (collectively, the "Enforceability Exceptions").

4.4. No Conflicts. The execution, delivery, and performance by it of this Agreement do not and will not (a) violate any provision of law, rule or regulation applicable to it or by which it is bound, (b) conflict with it's organizational or governance documents, or (c) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, any material contractual obligation by which it or any of its property is bound.

4.5. Ownership of the Indebtedness. It is the legal and beneficial owner of the principal amounts (plus all accrued and unpaid interest thereon) under the Term Facility held by it, free and clear of any lien, security interest, encumbrance or other adverse claim and all of the Directing Lenders collectively constitute the Required Lenders.

5. Representations and Warranties of Purchaser. Purchaser represents and warrants to each of the other Parties that the following statements are true, correct and complete as of the date hereof and as of the Closing Date:

5.1. Organization and Good Standing; Power and Authority. Purchaser is an entity duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization. Purchaser has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

5.2. Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary organizational actions on the part of Purchaser.

5.3. Binding Obligation. This Agreement is the legally valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforcement may be limited by the Enforceability Exceptions.

5.4. No Conflicts. The execution, delivery, and performance by Purchaser of this Agreement do not and will not (a) violate any provision of law, rule or regulation applicable to Purchaser or by which Purchaser is bound, (b) conflict with Purchaser's organizational or governance documents, or (c) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, any material contractual obligation by which Purchaser or any of its property is bound.

6. Miscellaneous.

6.1. Successors and Assigns. All covenants, rights, obligations and other agreements of any Party contained in this Agreement are binding upon, and shall inure to the benefit of, such Party and its successors and permitted assigns, whether so expressed or not. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties. Without limiting the foregoing, each Directing Lender agrees that it shall not transfer or assign all or any portion of its interest as a Lender in any Loan under the Credit Agreement unless the assignee of

such interest, in a writing acceptable to the Agent, agrees to become a party to and be bound by this Agreement.

6.2. Waiver; Amendment. Neither this Agreement nor any provision hereof shall be waived, amended, supplemented, discharged or terminated except by an instrument in writing executed by the Parties.

6.3. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be declared illegal, void or unenforceable in any respect by a court of competent jurisdiction, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

6.4. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.5. GOVERNING LAW, JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTS PROVISION THEREOF. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OVER ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT, AND THE PARTIES HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD IN ANY SUCH COURT. THE PARTIES FURTHER WAIVE ANY OBJECTION TO VENUE IN ANY SUCH COURT AND ANY OBJECTION TO ANY ACTION OR PROCEEDING ON THE BASIS OF FORUM NON CONVENIENS. THE PARTIES HERETO IRREVOCABLY AGREE TO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.

6.6. Counterparts. This Agreement may be executed with counterpart signature pages or in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Delivery of any such executed counterpart signature page or counterpart by facsimile transmission, PDF file or other electronic transmission will be deemed to be delivery of an original executed counterpart signature page or counterpart.

6.7. Specific Performance. The Parties acknowledge and agree that each would be damaged irreparably if any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the Parties agree that each Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically

this Agreement in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties to this Agreement and the matter, in addition to any other remedy to which any Party may be entitled, at law, in equity or otherwise.

6.8. Third Party Rights. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties and their respective successors and permitted assigns any rights.

6.9. Entire Agreement. This Agreement together with the Exhibits hereto and the Credit Agreement and other Loan Documents, sets forth the entire understanding of the Directing Lenders, the Purchaser and the Agent relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

PURCHASER:

PIGMENTS HOLDINGS, INC.,
as Purchaser

By: _____
Name: Marisa Beeney
Title: President and Secretary

AGENT:

DELAWARE TRUST COMPANY,
as Administrative Agent and Collateral Agent

By: _____
Name: Adam Berman
Title: Vice President

DIRECTING LENDERS:

GSO AIGUILLE DE GRANDS MONTETS FUND II LP

By: Blackstone Alternative Credit Advisors LP, as investment manager

By: _____
Name: Marisa Beeney
Title: Authorized Signatory

BLACKSTONE PRIVATE CREDIT FUND

By: Blackstone Credit BDC Advisors LLC, as investment advisor

By: _____
Name: Marisa Beeney
Title: Authorized Signatory

EMERALD DIRECT LENDING 1 LIMITED PARTNERSHIP

By: Blackstone Credit BDC Advisors LLC, as administrator

By: _____
Name: Marisa Beeney
Title: Authorized Signatory

GSO ORCHID FUND LP

By: GSO Orchid Associates LLC, its general partner

By: _____
Name: Marisa Beeney
Title: Authorized Signatory

BCRED TWIN PEAKS LLC

By: Blackstone Private Credit Fund LP, its sole member

By: Blackstone Credit BDC Advisors LLC, as investment advisor

By: _____
Name: Marisa Beeney
Title: Authorized Signatory

EXHIBIT A

FORM OF ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT

Dated: December 21, 2022

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of December 21, 2022 between Delaware Trust Company, as administrative agent and collateral agent (the "Assignor") and Pigments Holdings, Inc. (the "Assignee").

Reference is made to that certain: (i) Credit Agreement, dated as of April 6, 2018 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement", and the debt facilities contemplated thereby, collectively, the "Term Facility"), by and among H.I.G. Colors, Inc., a Delaware corporation and certain affiliates as guarantors, DCL Corporation, a corporation existing under the laws of Ontario, Canada (f/k/a Dominion Colour Corporation), DCL Holdings (USA), Inc. (f/k/a Lansco Holdings Inc.), as borrowers (collectively, the "Company"), the lenders from time to time party thereto (each a "Lender", and collectively, the "Lenders"), the Agent and the other parties party thereto from time to time, (ii) U.S. Security Agreement, dated as of April 6, 2018 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "US Security Agreement") by and among the grantors party thereto from time to time and the Agent, (iii) that certain Canadian Security Agreement, dated as of April 6, 2018 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "CAN Security Agreement") by and among the grantors party thereto from time to time and the Agent, (iv) Interim Order (I) Authorizing Debtors and Debtors in Possession to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Super-Priority Claims, and (D) Grant Adequate Protection; (II) Modifying the Automatic Stay; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief (the "Interim DIP Order") and (iv) Credit Bid Direction Letter, dated December 21, 2022 (the "Direction Letter") by and among the lenders signatory thereto, the Assignor and the Assignee. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the US Security Agreement or the CAN Security Agreement, as applicable,

On December 21, 2022, the Company and certain of its affiliates (collectively, the "Debtors") (i) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., in the United States Bankruptcy Court for the District of Delaware and intends to sell all or substantially all of its assets (the "Assets") pursuant to Section 363 of the Bankruptcy Code (the foregoing, collectively, the "US Bankruptcy Case") and/or (ii) applied to the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario for an initial order granting DCL Canada relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and, in connection with that process, intends to sell the Assets pursuant to Section 36 of the CCAA (the foregoing, collectively, the "Canadian Bankruptcy Case" and together with the US Bankruptcy Case, the "Bankruptcy Case"). Upon the filing of the Bankruptcy Case, all Commitments automatically terminated and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under the Credit Agreement and the other Loan Documents became due and payable in full.

In connection with the Bankruptcy Case, pursuant to Section 17(a) of the US Security Agreement, Section 18(a) of the CAN Security Agreement and Paragraph 5.11(c) of the Interim

DIP Order, and in accordance with the Required Lenders' direction contained in the Direction Letter, the Assignor hereby conditionally assigns, and the Assignee hereby accepts, the limited right to credit bid on behalf of all Lenders up to $90,502,324.67 aggregate principal amount of Loans (such amount, the "Bid Amount") in connection with the bidding for the Assets of the Debtors by the Assignee (the "Assigned Interest").

It is expressly acknowledged and agreed by the Assignee that the assignment herein shall be conditioned upon: (i) the Assignee bidding for the purchase of the Assets, and (ii) the Assignee becoming the winning bidder of the Assets. In the event that either the Assignee does not bid for the purchase of the Assets or the Assignee is not the winning bidder for the Assets, then the Assigned Interest provided for in the foregoing paragraph shall immediately become void and all such rights previously assigned shall automatically, without any action on the part of any party, revert back to the Assignor and, in such event, the Assignee shall no longer have any right or interest in and to the Assigned Interest.

In addition, the assignment of the Assigned Interest shall only be applicable for the single purpose of bidding on the Assets in connection with the Bankruptcy Case, and once the Bankruptcy Case has concluded, the assignment of the Assigned Interest contained in this Agreement shall immediately terminate without any action on the part of any party. Notwithstanding the foregoing, and for the avoidance of doubt, in no event shall the Assignor be, or be deemed to be, the owner of any of the Assets, regardless of whether the Assignee or any other person is the winning bidder at the Bankruptcy Case.

Each of the parties hereto agree that: (i) the terms of this Assignment will be governed by and construed in accordance with the substantive laws (and not the choice of law rules) of the State of New York without regard to conflict of laws principles (other than Section 5-1401 of the General Obligations Law of the State of New York) and (ii) all actions and proceedings relating to or arising from, directly or indirectly, this Assignment may be brought in any state or federal court of competent jurisdiction in the state, county and city of New York, and each party hereto hereby submits to personal jurisdiction of such courts for such actions or proceedings. Nothing in this Assignment shall be construed to require the Assignor to take any action in conflict with applicable law, the Credit Agreement, the US Security Agreement, the CAN Security Agreement any Loan Document or any related transaction document or which would expose the Assignor to liability, financial or otherwise. Each party hereto hereby waives the right to trial by jury.

This Assignment shall be binding upon the Assignor and the Assignee and each of their respective successors and assigns (including any novating parties).

This Assignment may be executed by each of the parties hereto in separate counterparts, all of which together shall constitute a single instrument. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures for all purposes hereunder.

[*Signature pages follow*]

DELAWARE TRUST COMPANY,
as Administrative Agent and Collateral Agent

By: 
Name: Adam Berman
Title: Vice President

PIGMENTS HOLDINGS, INC.,

By: _____
Name: Marisa Beeney
Title: President and Secretary

EXHIBIT B

FORM OF CERTIFICATE AND INSTRUCTION

CERTIFICATE AND INSTRUCTION
OF
PIGMENTS HOLDINGS, INC.

[●], 2022

Reference is hereby made to that certain: (i) Credit Agreement, dated as of April 6, 2018 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among H.I.G. Colors, Inc., a Delaware corporation and certain affiliates as guarantors, DCL Corporation, a corporation existing under the laws of Ontario, Canada (f/k/a Dominion Colour Corporation), DCL Holdings (USA), Inc. (f/k/a Lansco Holdings Inc.), as borrowers (collectively, the "Company"), the lenders from time to time party thereto (each a "Lender", and collectively, the "Lenders"), Delaware Trust Company, as administrative agent and collateral agent (in such capacities, the "Agent") and the other parties party thereto from time to time, and (ii) Credit Bid Direction Letter (the "Direction Letter"), dated December 21, 2022, among Pigments Holding, Inc. (the "Purchaser), the Lenders party thereto and the Agent. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

This Certificate and Instruction is delivered pursuant to the Direction Letter in connection with the Company's sale of, and the Purchaser's purchase of, all or substantially all of the assets of the Company under that certain Asset Purchase Agreement, dated as of December 21, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "APA"), between the Purchaser and the Company.

The Purchaser hereby certifies to the Agent that the transactions contemplated by the Direction Letter and the APA have been consummated and that "Closing" (as defined under the APA) has occurred.

In accordance with the Direction Letter, the Agent is hereby instructed to (i) decrement $[_____] of aggregate principal amount of Loans in the Register, which decremented amount shall be allocated pro rata among all Lenders and (ii) execute and deliver any releases reasonably requested by the Purchaser, the Company or the Lenders in order to release the Purchased Assets (as defined under the APA).

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Certificate and Instruction as the authorized representatives of the Purchaser as of the date first written above.

PIGMENTS HOLDINGS, INC.

By:_____
Name:
Title:

EXHIBIT C

SALE PROCEDURES

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE AND ONTARIO
SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

In re:	)	Chapter 11
DCL HOLDINGS (USA), INC., *et al*.,[1]	)	Case No. 22-11319 (JKS)
Debtors.	)	(Jointly Administered)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION

BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL ASSETS OF DCL HOLDINGS (USA), INC. AND CERTAIN DEBTOR AFFILIATES

On [_____], 2023, the United States Bankruptcy Court for the District of Delaware (the "U.S. Court") entered the *Order (I) Authorizing the Debtors to Enter into and Perform Under the Stalking Horse Asset Purchase Agreement, (II) Approving Bidding Procedures for the Sale of the Debtors' Assets, (III) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (IV) Scheduling Bid Deadlines and an Auction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Assumption and Assignment Procedures, and (VII) Granting Related Relief* [Docket No. __] (the "U.S. Bidding Procedures Order"),[2] by which the U.S. Court approved the following procedures. These Bidding Procedures, among other things, set forth the process by which the U.S. Debtors are authorized, in consultation with the Consultation Parties, to conduct an auction (the "Auction"), if any, for the sale of all or substantially all of the Debtors' assets by which the U.S. Court approved the procedures set forth herein (the "U.S. Bidding Procedures")

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each of the Debtors' respective federal tax identification numbers, are as follows: DCL Holdings (USA), Inc. (5472); DCL Corporation (BP), LLC (5462); H.I.G. Colors Holdings, Inc. (6233); H.I.G. Colors, Inc. (4305); DCL Corporation (USA) LLC (5534); and Dominion Colour Corporation (USA) (7076). The location of DCL Holdings (USA), Inc.'s corporate headquarters and the Debtors' service address is: 1 Concorde Gate, Suite 608, Toronto, Ontario (Canada) M3C 3N6.

[2] All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the applicable Bidding Procedures Order.

with respect to the U.S. Debtors[3] and their business and assets (collectively, the "U.S. Assets"), in the cases commenced by the U.S. Debtors under the provisions of chapter 11 of title 11 of the United States Code before the U.S. Court (the "Chapter 11 Cases").

On [●], 2023, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court" and together with the U.S. Court, the "Bankruptcy Courts") granted an Order (the "Canadian Bidding Procedures Order" and together with the U.S. Bidding Procedures Order, the "Bidding Procedures Orders")[4], by which the Canadian Court approved these Bidding Procedures with respect to DCL Corporation (the "Canadian Debtor" and together with the U.S. Debtors, the "Debtors" or "the DCL Group") and its business and assets (collectively, the "Canadian Assets" and together with the U.S. Assets, the "Assets"), in the proceedings commenced by the Canadian Debtor pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") before the Canadian Court (the "CCAA Proceedings" and together with the Chapter 11 Cases, the "Bankruptcy Cases").

Notwithstanding the coordination of these Bidding Procedures, all matters related to these Bidding Procedures as they relate to the U.S. Debtors and the U.S. Assets shall remain under the sole and exclusive jurisdiction of the U.S. Court and all matters related to these Bidding Procedures as they relate to the Canadian Debtor and the Canadian Assets shall remain under the sole and exclusive jurisdiction of the Canadian Court.

These Bidding Procedures set forth the process by which the Debtors are authorized, in consultation with the Consultation Parties, to sell all or substantially all of the Assets or their business through a going concern sale (or partial sales) of all, substantially all, or certain of the Assets of the DCL Group (the "Sale").

"Consultation Parties" in these Bidding Procedures shall be (i) Alvarez & Marsal Canada Inc., in its capacity as court-appointed monitor of the Canadian Debtor (the "CCAA Monitor"), (ii) Wells Fargo Bank, National Association, in its capacity as administrative agent under the debtor-in-possession credit agreement dated December 22, 2022 with the Debtors in the Bankruptcy Cases (the "DIP Agent"), (iii) Wells Fargo Bank, National Association, in its capacity as administrative agent under the Debtors' prepetition credit agreement dated April 25, 2018, as amended (the "ABL Agent"), (iv) the Pre-Petition Term Loan Agent (together with the DIP Agent and the ABL Agent, the "Agents")), and (v) the statutory creditors committee appointed on December 30, 2022 in the Chapter 11 Cases (the "Creditors Committee"). For avoidance of doubt, the foregoing shall include the CCAA Monitor, Agents and Creditor Committee's respective advisors. Notwithstanding the forgoing or any other provision of these Bidding Procedures, the Agents shall only be consulted to the extent that the Agents confirm that neither they nor any of the lenders under their respective credit facilities (nor any of their affiliates) intend to participate

[3] The "U.S. Debtors" are H.I.G. Colours Holdings Inc., H.I.G. Color, Inc. DCL Corporation (BP), LLC, DCL Holdings (USA), Inc., DCL Corporation (USA) LLC, and Dominion Color Corporation (USA).

[4] All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the U.S. Bidding Procedures Order or Canadian Bidding Procedures Order, as applicable.

in these Bidding Procedures as a bidder. If an Agent or lender under a credit facility (or one of its affiliates) participates as a bidder but later withdraws from the process (or has its bid terminated, if applicable), it can become a Consultation Party by confirming in writing to the Debtors and the Monitor that it has withdrawn from the process as a bidder and will not re-enter the process as a bidder.

To the extent that these Bidding Procedures require the Debtors to consult with any Consultation Party in connection with making a determination or taking any action, or in connection with any other matter related to these Bidding Procedures or at the Auction, if any, the Debtors shall do so in a regular and timely manner prior to making such determination or taking any such action.

Copies of the U.S. Bidding Procedures Order or other documents related thereto are available upon request to Kroll Restructuring Administration LLC by calling (888) 510-7189 (US/Canada toll free) or +1 (646) 440-4160 (International), emailing DCLInfo@ra.kroll.com, or visiting the Debtors' restructuring website at https://cases.ra.kroll.com/DCL.

Copies of the Canadian Bidding Procedures Order or other documents related thereto are available on the website of Alvarez & Marsal Canada Inc., in its capacity as monitor of the Canadian Debtor in the CCAA Proceedings, at https://www.alvarezandmarsal.com/DCLCanada.

Stalking Horse Bid

Pigments Holdings, Inc. (including its assignees or designees, the "Stalking Horse Bidder") submitted a bid (the "Stalking Horse Bid") pursuant to a stalking horse asset purchase agreement (as amended, amended and restated, supplemented, or otherwise modified, the "Stalking Horse APA") for certain of the Assets to set a floor for the Sale. Having announced and received approval of the designation of the Stalking Horse Bid from the Bankruptcy Courts, the Debtors will now conduct a round of open bidding intended to obtain the highest or otherwise best bid(s) for the Assets or business of Debtors, which may culminate in an auction (the "Auction") for such Assets or business if competing bids are received.

Key Dates

These Bidding Procedures provide interested parties with the opportunity to qualify for and participate in the Auction to be conducted by the Debtors and to submit competing bids for the Assets or business or any portions thereof. The Debtors shall assist interested parties in conducting their respective due diligence investigations and shall accept Bids until March 10, 2023 at 5:00 p.m. (prevailing Eastern time) (the "Bid Deadline").

The key dates for the Sale process are as follows:[5]

March 10, 2023 at 5:00 p.m. (prevailing Eastern time)	Bid Deadline - Due Date for Bids and Deposits
March 12, 2023 at 5:00 p.m. (prevailing Eastern time)	Debtors to determine which Bids are Qualified Bids and notify each Potential Bidder in writing whether such Potential Bidder is a Qualified Bidder (each as defined herein).
March 12, 2023 at 5:00 p.m. (prevailing Eastern time)	Debtors to provide the Stalking Horse Bidder and each Qualified Bidder a schedule setting forth (i) the highest or otherwise best fully binding offer for the Assets and/or (ii) the highest or otherwise best fully binding offer(s) for all or any portion of the Assets.
March 13, 2023 at 10:00 a.m. (prevailing Eastern time)	Auction (if necessary), which will be held at the offices of King & Spalding LLP, 1185 Avenue of the Americas, New York, NY.
March 16, 2023 at [●] [a/p].m. (prevailing Eastern time)	U.S. Sale Hearing (as defined herein), which will be held at the United States Bankruptcy Court for the District of Delaware, 824 Market Street N, Wilmington, Delaware 19801.
March 16, 2023 at [●] [a/p].m. (prevailing Eastern time)	Canadian Sale Hearing (as defined herein), which will be held at the Ontario Superior Court of Justice (Commercial List), 330 University Avenue, Toronto, Ontario M5G 1R7.

Unless otherwise approved by the Bankruptcy Courts, no modification, extension, waiver or addition to these Bidding Procedures shall be inconsistent with the Stalking Horse APA, these Bidding Procedures Orders or any other Order of the Bankruptcy Courts, unless otherwise ordered by the Bankruptcy Courts.

All References to "business day" in these Bidding Procedures means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the applicable laws of, or are in fact closed in, the state of Delaware or the province of Ontario.

[5] These dates are subject to extension or adjournment as provided for herein.

A. Submissions to the Debtors.

These Bidding Procedures set forth the terms by which prospective bidders, if any, may participate in the process set forth in these Bidding Procedures and qualify for and participate in an Auction, if any, thereby competing to make the highest or otherwise best offer for the Assets or any portion thereof. The Debtors will offer for sale the Assets, as well as consider other investment or other transactions, through an Auction. The Debtors, in consultation with the Consultation Parties, may consider non-overlapping bids from multiple bidders (including multiple non-overlapping bids submitted by the same bidder) for the Assets. The Stalking Horse APA and Stalking Horse Bid referenced herein provide for the Stalking Horse Bidder's acquisition of substantially all of the Assets, subject to the terms and conditions thereof.

B. Potential Bidders.

To participate in the bidding process or otherwise be considered for any purpose under these Bidding Procedures, a person or entity (other than the Stalking Horse Bidder) interested in consummating a Sale (a "Potential Bidder") must deliver or have previously delivered to the Debtors:

(1) an executed confidentiality agreement on terms acceptable to the Debtors (a "Confidentiality Agreement"), to the extent not already executed;

(2) in a form acceptable to the Debtors and their advisors, in consultation with the Consultation Parties: (x) evidence of the financial capability to consummate the Sale, and (y) if required, a written commitment from the equity holder(s) of the Potential Bidder to be responsible for the Potential Bidder's obligations in connection with the Sale; and

(3) any other evidence the Debtors, in consultation with the Consultation Parties, may reasonably request to evaluate such person's or entity's fitness to participate in the process set forth in these Bidding Procedures.

C. Due Diligence.

Only Potential Bidders shall be eligible to receive due diligence information and access to the Debtors' electronic data room and to additional non-public information regarding the Debtors. **No Potential Bidder will be permitted to conduct any due diligence that includes confidential information without entering into a Confidentiality Agreement with the Debtors.** The Debtors will provide to each Potential Bidder that satisfies the foregoing, commercially reasonable due diligence information, as requested by such Potential Bidder in writing, as soon as reasonably practicable after such request, and the Debtors shall post all written due diligence provided to any Potential Bidder to the Debtors' electronic data room. For all Potential Bidders, the due diligence period will end on the Bid Deadline and subsequent to the Bid Deadline, the Debtors shall have no obligation to furnish any due diligence information.

The Debtors shall not furnish any confidential information relating to the Assets, liabilities of the Debtors, or the Sale to any person except to a Potential Bidder or to such Potential Bidder's duly authorized representatives to the extent provided in the applicable Confidentiality Agreement. The Debtors and their advisors shall coordinate all reasonable requests from Potential Bidders for additional information and due diligence access; *provided that* the Debtors may decline to provide such information to Potential Bidders who, at such time and in the Debtors' reasonable business judgment, after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Potential Bidder intends in good faith to, or has the capacity to, consummate the Sale.

The Debtors also reserve the right to, in consultation with the Consultation Parties, withhold or redact any diligence materials that the Debtors determine in the Debtors' reasonable business judgment are sensitive or otherwise not appropriate for disclosure to a Potential Bidder who the Debtors determine is a competitor of the Debtors or is affiliated with any competitor of the Debtors. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be a Potential Bidder or who has not executed a Confidentiality Agreement with the Debtors.

All due diligence requests must be directed to TM Capital Corp., 641 Lexington Ave., 32nd Floor, New York, New York 10022, Attn: Anthony Giorgio (agiorgio@TMCapital.com).

(a) Communications with Potential Bidders.

Notwithstanding anything to the contrary in these Bidding Procedures, all substantive communications related to Bids, the Sale or any transaction relating to the Debtors between and amongst Potential Bidders shall exclusively be through the Debtors and the Debtors' advisors. Communications between and amongst Potential Bidders is expressly prohibited unless the Debtors expressly consent in advance and in writing to such communication.

(b) Due Diligence of Potential Bidders.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors, regarding the ability of the Potential Bidder to consummate the Sale. Failure by a Potential Bidder to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors, in consultation with the Consultation Parties, to determine that such bidder is no longer a Potential Bidder or that a bid made by such Potential Bidder is not a Bid.

The Debtors and each of their respective advisors and representatives shall be obligated to maintain in confidence any confidential information in accordance with any applicable Confidentiality Agreement, except as otherwise set forth in these Bidding Procedures. Each recipient of confidential information agrees to use, and to instruct their advisors and representatives to use, such confidential information only in connection with the evaluation of Bids

during the bidding process or otherwise in connection with Bankruptcy Cases, in each case in accordance with the terms of any applicable Confidentiality Agreement.

Notwithstanding the foregoing and the provisions contained in any applicable Confidentiality Agreement, the Debtors and the Debtors' advisors may disclose confidential information: (i) with the prior written consent of the applicable Potential Bidder; (ii) to the applicable Potential Bidder; (iii) in accordance with these Bidding Procedures, including to any Consultation Party; and (iv) as otherwise required or allowed by any applicable Confidentiality Agreement with respect to a particular bidder or other agreement, law, court or other governmental order, or regulation, including, as appropriate, to regulatory agencies.

D. Qualified Bidders.

(a) A "Qualified Bidder" is a Potential Bidder (i) who demonstrates the financial capability to consummate the Sale (as determined by the Debtors in consultation with the Consultation Parties), (ii) whose Bid is a Qualified Bid, and (iii) that the Debtors, in consultation with the Consultation Parties, determine should be considered a Qualified Bidder. Within one (1) business days after the Bid Deadline, the Debtors' advisors will notify each Potential Bidder in writing whether such Potential Bidder is a Qualified Bidder. The Stalking Horse Bidder shall be deemed a Qualified Bidder for all purposes under these Bidding Procedures and at all times.

(b) If any Potential Bidder is determined by the Debtors, in consultation with the Consultation Parties, not to be a Qualified Bidder, the Debtors will refund such Qualified Bidder's Deposit (as defined herein) and all accumulated interest thereon on or within five (5) business days after the Bid Deadline.

(c) For the avoidance of doubt, the Debtors, in consultation with the Consultation Parties, expressly reserve the right to notify a Potential Bidder after the Bid Deadline that its bid is not a Qualifying Bid (a "Non-Qualifying Bid") and permit a Potential Bidder to revise or supplement a Non-Qualifying Bid to make it a Qualified Bid.

(d) Between the date that the Debtors notify a Potential Bidder that it is a Qualified Bidder and the Auction, if any, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Except as otherwise set forth in the Stalking Horse APA, without the written consent of the Debtors, in consultation with the Consultation Parties, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase their consideration contemplated by, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; *provided that* any Qualified Bid may also be improved at the Auction, if any, as set forth herein. Any improved Qualified

Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

E. Bid Requirements.

A proposal, solicitation, or offer (each, a "Bid") by a Qualified Bidder that is submitted in writing and satisfies each of the following requirements (the "Bid Requirements") as determined by the Debtors, in their reasonable business judgment and after consultation with the Consultation Parties, shall constitute a "Qualified Bid"). The Stalking Horse Bid shall be deemed a Qualified Bid for all purposes under these Bidding Procedures and at all times.

(a) Assets. Each Bid must clearly state which Assets that the Qualified Bidder is agreeing to purchase and assume.

(b) Assumption of Obligations. Each Bid must clearly state which liabilities and obligations of the Debtors the Qualified Bidder is agreeing to assume.

(c) Purchase Price. Each Bid must clearly set forth the purchase price to be paid for the Assets, including and identifying separately any cash and non-cash components, which non-cash components shall be limited only to credit-bids and assumed liabilities (the "Purchase Price"). Each Bid that exceeds the aggregate amount of the Debtors' pre-petition secured debt shall, if requested by the Monitor, include an allocation of the Purchase Price between the U.S. Assets and the Canadian Assets. Except as may be provided in the Stalking Horse Bid, Potential Bidders shall not include in their Bid a proposed use of any cash component of the Purchase Price that would be received by the Debtors if such Potential Bidder were the Successful Bidder (as defined herein).

(d) **Minimum Overbid.** At a minimum, each Bid must have a Purchase Price that in the Debtors' reasonable business judgment, after consultation with the Consultation Parties, has a monetary value equal to or greater than the aggregate unadjusted Purchase Price payable to the Debtors under the Stalking Horse Bid,[6] plus **$2,250,000** ("Minimum Overbid"); *provided,* however, the Debtors may deem this criterion satisfied if non-overlapping Bids that can effectively be combined to form one operative bid that would otherwise satisfy the Bid Requirements, in the aggregate, meet the Minimum Overbid (such bids, "Aggregate Bids") (the amount of the Minimum Overbid shall be confirmed by the Debtors with Potential Bidders prior to the Bid Deadline).

(e) Markup of the Stalking Horse APA. Each Bid must be accompanied by an executed asset purchase or transaction agreement ("APA"), as well in the case of an asset purchase agreement, a redline of such agreement marked to reflect the

[6] Which amount is comprised as provided in Section 3.1 of the Stalking Horse APA.

amendments and modifications made to the form of the Stalking Horse APA provided by the Debtors to Potential Bidders. Each such agreement must provide a representation that the Qualified Bidder will: (i) with respect to the U.S. Assets, (A) make all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), if applicable, and (B) submit and pay the fees associated with all necessary filings under the HSR Act as soon as reasonably practicable; understanding that the timing and likelihood of receiving HSR Act approval will be a consideration in determining the highest or otherwise best Bid; and (ii) with respect to the Canadian Assets, make all necessary filings under the (A) *Competition Act*, R.S.C., 1985, c. C-34, as amended (the "Competition Act"), and (B) *Investment Canada Act*, R.S. C., 1985, c. 28 (1st Supp.) (the "ICA"), if applicable, and submit and pay the fees associated with all necessary filings under the Competition Act as soon as reasonably practicable; understanding that the timing and likelihood of receiving Competition Act and ICA approval will be a consideration in determining the highest or otherwise best Bid or Bids in the case of an Aggregated Bid.

(f) Deposit. Each Bid, other than the Stalking Horse Bid, must be accompanied by a cash deposit in the amount equal to ten percent (10%) of the aggregate cash Purchase Price of the Bid, to be held in an interest-bearing escrow account to be identified and established by the Debtors (the "Deposit").

(g) Qualified Bid Documents. Each Bid must include a duly executed, non-contingent APA, a schedule of assumed contracts to the extent applicable to the Bid, and a copy of the APA clearly marked to show all changes requested by the Qualified Bidder, including those related to the respective Purchase Price and assets to be acquired by such Qualified Bidder, as well as all other material documents integral to such bid (the "Qualified Bid Documents").

(h) Demonstrated Financial Capacity. A Qualified Bidder must have, in the Debtors' business judgment, after consultation with the Consultation Parties, the necessary financial capacity to consummate the proposed transactions required by its Bid. To the extent that a Bid is not accompanied by evidence of the Qualified Bidder's capacity to consummate the transactions set forth in its Bid with cash on hand, each Bid must include written evidence of unconditional committed financing from a reputable financing institution, to the satisfaction of the Debtors in consultation with the Consultation Parties, that demonstrates that the Qualified Bidder has: (i) received sufficient debt and/or equity funding commitments to satisfy the Qualified Bidder's Purchase Price and other obligations under its Bid; and (ii) adequate working capital financing or resources to finance going concern operations for the Assets and the proposed transactions. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee

approvals, and shall have covenants and conditions reasonably acceptable to the Debtors, in consultation with the Consultation Parties.

(i) Contingencies; No Financing or Diligence Outs. A Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy at the closing of specified representations and warranties or the satisfaction at the closing of specified conditions, which shall be acceptable to the Debtors in their business judgment, after consultation with the Consultation Parties.

(j) Identity. Each Bid must fully disclose the identity of each entity that is bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Qualified Bidder if such Qualified Bidder is an entity formed for the purpose of consummating the proposed transaction contemplated by such Bid), and the complete terms of any such participation. Each Bid must also fully disclose whether any current or former officer, director or equity holder of the Debtors, or any entity affiliated with any current or former officer, director or equity holder of the Debtors, will be bidding or otherwise participating in connection with such Bid. Under no circumstances shall any undisclosed insiders, principals, equity holders, or financial backers of the Debtors be associated with any Bid (including any Overbid (as defined herein) at the Auction). Each Bid must also include contact information for the specific persons and counsel whom TM Capital Corp., King & Spalding LLP and Blake, Cassels & Graydon LLP should contact regarding such Bid. All information disclosed pursuant to this paragraph shall be made available by the Debtors to the Consultation Parties promptly upon the Debtors' receipt thereof but in any event no later than one (1) business day following the Bid Deadline.

(k) Adequate Assurance of Future Performance. Each Bid must (i) identify the executory contracts and unexpired leases to be assumed and assigned in connection with the proposed Sale; (ii) provide for the payment of all cure costs related to such executory contracts and unexpired leases by the Qualified Bidder; and (iii) demonstrate, in the Debtors' reasonable business judgment, after consultation with the Consultation Parties, that the Qualified Bidder can provide adequate assurance of future performance under all such executory contracts and unexpired leases.

(l) Time Frame for Closing. A Bid by a Qualified Bidder must be reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid (as defined herein), within a time frame acceptable to the Debtors, after consultation with the Consultation Parties, which time frame shall include a closing by no later than March 17, 2023.

(m) Binding and Irrevocable. A Qualified Bidder's Bid for the Assets shall be irrevocable unless and until the Debtors accept a higher Bid for the Assets other than such Qualified Bidder's Bid and such Qualified Bidder is not selected as the Backup Bidder (as defined herein) for the Assets.

(n) Expenses; Disclaimer of Fees. Each Bid (other than a Stalking Horse Bid, solely to the extent set forth in the Stalking Horse APA) must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. For the avoidance of doubt, no Qualified Bidder (other than the Stalking Horse Bidder, solely to the extent set forth in the Stalking Horse APA) will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction, if any, or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.

(o) Authorization. Each Bid must contain evidence that the Qualified Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors, in consultation with the Consultation Parties) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid.

(p) As-Is, Where-Is. Each Bid must include a written acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Debtors, their business and the Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents, the Debtors and/or the Assets in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the Debtors' business, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Qualified Bidder's APA.

(q) Adherence to Bidding Procedures. By submitting its Bid, each Qualified Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction, if any.

(r) Government Approvals. Each Bid must include a description of all governmental, licensing, regulatory, or other approvals or consents that are required to close the proposed Sale, together with evidence satisfactory to the Debtors, after consultation with the Consultation Parties, of the ability to obtain such consents or approvals in a timely manner, as well as a description of any material contingencies or other

conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such consents or approvals.

(s) Government Approvals Timeframe. Each Bid must set forth an estimated timeframe for obtaining any required internal, governmental, licensing, regulatory or other approvals or consents for consummating any proposed Sale.

(t) Consent to Jurisdiction. The Qualified Bidder must submit to the jurisdiction of the Bankruptcy Courts and waive any right to a jury trial in connection with any disputes relating to Debtors' qualification of bids, the Auction, if any, the construction and enforcement of these Bidding Procedures, the Sale documents, and the closing of the transactions contemplated thereby, as applicable.

(u) Bid Deadline. Each Bid must be transmitted via email (in .pdf or similar format) so as to be **actually received** on or before **5:00 p.m. (prevailing Eastern Time) on** March 10, 2023 by:

(i) **Debtors**. DCL Holdings (USA), Inc. and DCL Corporation, 1 Concorde Gate, Suite 608, Toronto, Ontario (Canada) M3C 3N6, Attn: Scott Davido (Scott.Davido@ankura.com).

(ii) **Debtors' U.S. Counsel**. King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, Attn: Jeffrey R. Dutson (jdutson@kslaw.com).

(iii) **Debtors' U.S. Co-Counsel**. Richards, Layton & Finger, PA , 920 N King Street, Wilmington, Delaware 19801, Attn: Amanda R. Steele (steele@rlf.com).

(iv) **Debtors' Canadian Counsel.** Blake, Cassels & Graydon LLP, 199 Bay Street, Suite 4000, Commerce Court West, Toronto, Ontario, M5L 1A9, Attn: Linc Rogers (linc.rogers@blakes.com); Milly Chow (milly.chow@blakes.com).

(v) **Debtors' Financial Advisors**. Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, New York 10017, Attn: Scott Davido (Scott.Davido@ankura.com); Jonathan Morrison (Jonathan.Morrison@ankura.com).

(vi) **Debtors' Investment Banker**. TM Capital Corp., 641 Lexington Avenue, New York, New York 10022, Attn: Anthony Giorgio (agiorgio@TMCapital.com).

(vii) **CCAA Monitor**. Alvarez & Marsal Canada Inc., 200 Bay Street, Suite 2900, Royal Bank South Tower, Toronto Ontario M5J 2J1, Attn. Josh

Nevsky (jnevsky@alvarezandmarsal.com); Steve Ferguson (sferguson@alvarezandmarsal.com).

(v) The Debtors shall promptly provide a copy of each bid to each of the Consultation Parties, but in no event later than four hours after the Debtors' receipt of such bid.

F. Right to Credit Bid.

The Stalking Horse Bidder shall be considered a Qualified Bidder with respect to its right to acquire all or any of the Assets by credit bid.

G. Auction.

The Debtors, in the exercise of their business judgment and in a manner consistent with their fiduciary duties, shall evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtors' judgment, after consultation with the Consultation Parties, the highest or otherwise best Qualified Bid for the Assets (the "Baseline Bid"), and provide copies of the applicable Qualified Bid Documents supporting the applicable Baseline Bid to each Qualified Bidder at least one (1) Business Day prior to the Auction. The Debtors shall also provide copies of all Qualified Bids and the Qualified Bid Documents supporting such bids to any Qualified Bidder at least one (1) Business Day prior to the Auction. When determining the highest or otherwise best Qualified Bid, and selecting the winning bidder, as compared to other Qualified Bids, the Debtors may, in consultation with the Consultation Parties and in the exercise of their business judgment and in a manner consistent with their fiduciary duties, consider the following factors in addition to any other factors that the Debtors deem appropriate after consultation with the Consulting Parties: (a) the number, type, and nature of any changes to the Stalking Horse APA, if any, requested by the Qualified Bidder, including the type and amount of Assets sought and obligations to be assumed in the Qualified Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Qualified Bidder's ability to close the Sale and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Qualified Bid Documents; and (e) the tax consequences of such Qualified Bid; (collectively, the "Bid Assessment Criteria"). For purposes of determining the highest or otherwise best Qualified Bid, one dollar of the credit bid amount of the Stalking Horse Bid shall be equal in all respects to one dollar of cash that may be bid by another Qualified Bidder and the Baseline Bid may be an Aggregated Bid comprised of more than one non-overlapping bids.

If no Qualified Bids other than the Stalking Horse Bid are received by the Bid Deadline, then the Debtors shall cancel the Auction, and shall designate the Stalking Horse Bid as the Successful Bid, and pursue entry of the order approving a Sale of the Assets to the Stalking Horse Bidder pursuant to the Stalking Horse APA.

The Auction, if any, shall take place at 10:00 a.m. **(prevailing Eastern Time) on March 13, 2023** at the offices of King & Spalding LLP, 1185 Avenue of the Americas, New York, NY,

or such later date and time as selected by the Debtors after consultation with the Consultation Parties. The Debtors will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders and the Consultation Parties.

In the event the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors shall file with the Bankruptcy Courts, serve on the Notice Parties and the service list in the CCAA Proceedings and cause to be published on the website maintained by Kroll, the U.S. Debtors' claims and noticing agent in the Chapter 11 Cases, located at https://cases.ra.kroll.com/DCL (the "Kroll Website") and on the CCAA Monitor's website located at https://www.alvarezandmarsal.com/DCLCanada (the "CCAA Monitor's Website"), a notice containing the following information (as applicable): (a) a statement that the Auction for the Assets has been canceled; (b) the identity of the Successful Bidder; (c) either include a copy of the Successful Bid or a summary of the material terms of such bid, including any assumption and assignment of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid free of charge from the Kroll Website or the CCAA Monitor's Website; and (d) the date, time, and location of the Sale Hearing.

The Auction, if any, shall be conducted in a timely fashion according to the following procedures:

(a) The Debtors Shall Conduct the Auction.

The Debtors and their professionals shall direct and preside over the Auction, if any, in consultation with the Consultation Parties. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid(s). The Debtors explicitly reserve the right, in their business judgment and after consultation with the Consultation Parties, to exercise their discretion in conducting the Auction, including determining whether to adjourn the Auction to facilitate separate discussions between Qualified Bidders, the Debtors, and the Consultation Parties, as applicable. The Debtors shall maintain a written transcript of the Auction and all Bids made and announced at the Auction, if any, including the Baseline Bid, all applicable Overbids, and the Successful Bid.

Only Qualified Bidders and their legal and financial advisors, including the Stalking Horse Bidder, the members and advisors of the Creditors Committee and the CCAA Monitor and its advisors, shall be entitled to attend the Auction, if any, and the Qualified Bidders shall appear at the Auction in person and may speak or bid themselves or through duly authorized representatives. Only Qualified Bidders shall be entitled to bid at the Auction, if any. Any creditor of the Debtors that has provided written notice of its intent to observe the Auction to the Debtors (email is sufficient) at least one (1) business day prior to the start of the Auction shall be able to attend and observe the Auction.

(b) Terms of Overbids.

"Overbid" means any bid made at the Auction, if any, by a Qualified Bidder subsequent to the Debtors' announcement of the Baseline Bid(s). Each applicable Overbid must comply with the following conditions:

(i) **Minimum Overbid Increment.** The initial Overbid(s) for the Assets shall provide for total consideration to the Debtors with a value that exceeds the value of the consideration under the Baseline Bid by an incremental amount that is not less than $250,000, and successive Overbids higher than the previous bid, as Debtors shall, in consultation with the Consultation Parties, announce at the Auction (the "Minimum Overbid Increment").

The Debtors reserve the right, in consultation with the Consultation Parties, to announce reductions or increases in the Minimum Overbid Increment at any time during the Auction, if any. Additional consideration in excess of the amount set forth in the respective Baseline Bid may include: (a) cash; and (b) in the case of a Bid by a Secured Creditor, a credit bid of up to the full amount of the such secured creditors' allowed secured claim including, for the avoidance of doubt, a Bid by the Stalking Horse Bidder up to the full amount of the Pre-Petition Term Loan Obligations (as defined in the Stalking Horse APA); *provided, however*, that nothing herein shall impact any parties' rights with respect to challenges to the liens or claims of a Secured Creditor.

(ii) **Conclusion of Each Overbid Round.** Upon the solicitation of each round of applicable Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment, after consultation with the Consultation Parties, extend from time to time, the "Overbid Round Deadline") by which time any Overbids must be submitted to the Debtors.

(iii) **Overbid Alterations.** An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable to the Debtors' estates than any prior Bid or Overbid, as determined in the Debtors' reasonable business judgment after consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bidding Procedures.

(iv) **Announcing Highest Bid.** Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors have identified in the initial applicable Overbid round, an Overbid as being higher or otherwise better than the Initial Minimum Overbid, or in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all

Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria.

(c) Consideration of Overbids.

The Debtors reserve the right, in their reasonable business judgment and after consultation with the Consultation Parties , to adjourn the Auction, if any, one or more times to, among other things: (i) facilitate discussions between and amongst the Debtors, the Qualified Bidders and the Consultation Parties, as appropriate; (ii) allow Qualified Bidders to consider how they wish to proceed; and (iii) provide Qualified Bidders the opportunity to provide the Debtors and the Consultation Parties with such additional evidence as the Debtors, in their reasonable business judgment, after consultation with the Consultation Parties, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing Overbid amount.

(d) Closing the Auction.

(i) The Auction, if any, shall continue until there is one Bid or Aggregated Bid for the Assets that the Debtors determine, in their reasonable business judgment, after consultation with the Consultation Parties, to be the highest or otherwise best Bid for the Assets. Each such Bid shall be declared the "Successful Bid" and such Qualified Bidder(s), the "Successful Bidder," at which point the Auction will be closed. The Auction, if any, shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of the Successful Bid is conditioned upon approval by the Bankruptcy Courts of the Successful Bid.

(ii) The Successful Bidder shall, within one (1) business day after the conclusion of the Auction, submit to the Debtors fully executed revised documentation memorializing the terms of the Successful Bid. The Successful Bid may not be assigned to any party without the consent of the Debtors after consultation with the Consultation Parties.

(iii) For the avoidance of doubt, nothing in these Bidding Procedures shall prevent the Debtors from exercising their respective fiduciary duties under applicable law.

(iv) The Debtors shall not consider any Bids or Overbids submitted after the conclusion of the Auction, if any, and any such Bids or Overbids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

(v) As soon as reasonably practicable after closing the Auction, if any, and in any event not less than one (1) business day following closing the Auction, the Debtors shall cause a notice of Successful Bid and Successful Bidder, and the Qualified Bid Documents for the Successful Bid and Backup Bid (as defined herein), to be filed with the Bankruptcy Courts.

(e) No Collusion; Good-Faith *Bona Fide* Offer.

Each Qualified Bidder participating at the Auction, if any, will be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the bidding; and (ii) its Bid is a good-faith, *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bidder.

(f) Backup Bidder.

(i) Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted for the Assets, the Qualified Bidder (or Qualified Bidders holding an Aggregate Bid) with the next-highest or otherwise second-best Bid (or Aggregate Bid) at the Auction for such Assets, as determined by the Debtors in the exercise of their reasonable business judgment, after consultation with the Consultation Parties (the "Backup Bid"), shall be required to serve as a backup bidder(s) (the "Backup Bidder") for such Assets, and each Qualified Bidder(s) shall agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

(ii) The identity of the Backup Bidder and the amount and material terms of the Backup Bid shall be announced by the Debtors at the conclusion of the Auction, if any, at the same time the Debtors announce the identity of the Successful Bidder. The Backup Bidder shall be required to keep its Bid(s) (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until the closing of the transaction with the applicable Successful Bidder. The Backup Bidder's Deposit shall be held in escrow until the closing of the transaction with the applicable Successful Bidder.

(iii) If the Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Debtors may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed the Successful Bidder for all purposes. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. In such case, the defaulting Successful Bidder's Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to

seek all available remedies against the defaulting Successful Bidder, including with respect to specific performance.

All Qualified Bids (other than the Successful Bid and the Backup Bid) shall be deemed rejected by the Debtors on and as of the date of approval of the Successful Bid and Backup Bid by the Bankruptcy Courts.

(g) Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures, in their reasonable business judgment and after consultation with the Consultation Parties , in any manner that will best promote the goals of the bidding process, or impose, at or prior to the Auction, if any, additional customary terms and conditions on the Sale, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction, at the Auction and/or adjourning the Sale Hearings (as defined herein) in open court without further notice; (c) modifying these Bidding Procedures and/or adding procedural rules or methods of bidding that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; (e) waiving, or imposing additional, terms and conditions set forth herein with respect to Potential Bidders and (f) rejecting any or all bids or Bids; *provided, however*, that any modification, extension, waiver, or addition to these Bidding Procedures shall not be inconsistent with the Bidding Procedures Orders, or any other Order of the Bankruptcy Courts, unless otherwise ordered by the Bankruptcy Courts.

H. Approval of Sale.

A hearing to consider approval of the Sale of the Assets to the Successful Bidder (the "**U.S. Sale Hearing**") is currently scheduled to take place on or before **[●] (prevailing Eastern Time) on March 16, 2023** before the Honorable [●], at the United States Bankruptcy Court for the District of Delaware, 824 Market Street N, 3rd Floor, Wilmington, Delaware 19801.

A hearing to consider approval of the Sale of the Assets to the Successful Bidder (the "Canadian Sale Hearing" and together with the U.S. Sale Hearing, the "Sale Hearings") is currently scheduled to take place on or before [●] **(prevailing Eastern Time) on March 16, 2023** before the Honorable [●], at the Ontario Superior Court of Justice (Commercial List), 330 University Avenue, Toronto, Ontario M5G 1R7.

The Sale Hearings may be a joint hearing in accordance with the applicable cross-border protocols and may be continued to a later date by the Debtors, after consultation with the Consultation Parties and the consent of the Successful Bidder, by sending notice prior to, or making an announcement at, the Sale Hearings. No further notice of any such continuance will be required to be provided to any party (including the Successful Bidder).

At the Sale Hearings, the Debtors, in consultation with the Consultation Parties, shall present the Successful Bid(s) to the Bankruptcy Courts for approval.

I. Return of Deposits

The Deposits of all Qualified Bidders shall be held in one or more interest-bearing escrow accounts by the Debtors, but shall not become property of the Debtors' estates absent further order of the Bankruptcy Courts or as expressly provided below. The Deposit of any Qualified Bidder that is neither a Successful Bidder nor a Backup Bidder shall be returned to such Qualified Bidder not later than five (5) business days after the Sale Hearings. The Deposit of the Backup Bidder, if any, shall be returned to such Backup Bidder no later than three (3) business days after the closing of the transaction with the Successful Bidder. Upon the return of the Deposits, their respective owners shall receive any and all interest that will have accrued thereon. If the Successful Bidder timely closes on its transaction, its Deposit shall be credited towards the applicable purchase price(s). If the Successful Bidder (or Backup Bidder, if applicable) fails to consummate a transaction because of a breach or failure to perform on the part of the Successful Bidder (or Backup Bidder, if applicable), the Debtors will not have any obligation to return the Deposit deposited by the Successful Bidder (or Backup Bidder, if applicable), and such Deposit shall irrevocably become property of the Debtors and shall be divided as between the U.S. Debtors and the Canadian Debtor based on the Purchase Price allocation as set forth in the Stalking Horse APA.

J. Fiduciary Out.

Subject to the terms of the Stalking Horse APA, nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of any of the Debtors to take any action, or to refrain from taking any action, with respect to these Bidding Procedures, to the extent such board of directors, board of managers, or such similar governing body determines, based on the written advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with its fiduciary obligations under applicable law; *provided, however*, that the Debtors shall provide the Consultation Parties and the Stalking Horse Bidder with advance written notice of such action or inaction within two (2) business days prior to taking such action or inaction.

EXHIBIT D

CLOSING STEPS MEMORANDUM

SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

BY AND AMONG

H.I.G. COLORS HOLDINGS AND ITS SUBSIDIARIES, AS SELLERS

-AND-

PIGMENTS SERVICES, INC., AS PURCHASER

CLOSING STEPS MEMORANDUM

Reference is made to that certain Second Amended and Restated Asset Purchase Agreement, dated as of March 28, 2023 (as further amended, restated, modified or supplemented prior to the date hereof, the "APA"), by and among H.I.G. Colors Holdings Inc., a Delaware corporation ("Holdings"), and its direct and indirect Subsidiaries (together, with Holdings, but excluding the Acquired Subsidiaries, "Sellers"), and Pigments Services, Inc., a Delaware corporation ("Purchaser"). Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the APA.

This Closing Steps Memorandum sets forth the closing procedure for the closing of the transactions contemplated by the APA, in the order of events as set forth below:

Order of Events

1. Pursuant to that certain U.S. Contribution Agreement attached hereto as **Schedule 1**, Pigments Holdings, Inc., a Delaware corporation, shall issue and contribute [▪] shares of its Common Stock ("PHI Stock") to Pigments Intermediate Inc. ("Intermediate"), which in turn shall contribute the PHI Stock to Purchaser.

2. GSO Aiguille De Grands Montets Fund II LP, an Ontario Limited Partnership ("Aiguille"), Blackstone Private Credit Fund, a Delaware Trust ("BPCF"), BCRED Twin Peaks LLC, a Delaware limited liability company ("BCRED"), Emerald Direct Lending 1 Limited Partnership, a Cayman Islands exempted limited partnership ("Emerald"), GSO Orchid Fund LP, a Cayman Islands exempted limited partnership ("Orchid", and collectively with Emerald, BCRED, BPCF and Aiguille, the "Funds"), will provide a term loan to Purchaser in an aggregate principal amount of $[▪] (the "Term Loan").

3. Pursuant to that certain U.S. Bill of Sale attached hereto as **Schedule 2**:

    a. Purchaser shall acquire the U.S. Purchased Assets of H.I.G. Colors Holdings, Inc., a Delaware corporation ("H.I.G. Colors Holdings"), and its wholly owned U.S. Subsidiaries, including H.I.G. Colors, Inc., a Delaware corporation ("H.I.G. Colors"), DCL Holdings (USA), Inc., a Delaware corporation, ("DCL Holdings"), DCL Corporation (USA), LLC, a Delaware limited liability company ("DCL LLC"), Dominion Colour Corporation (USA), a New Jersey corporation ("DCC USA"), DCL Corporation (BP), LLC, a Delaware limited liability company ("DCL BP", and collectively with DCL Holdings, DCL LLC, H.I.G. Colors, H.I.G. Colors

Holdings and DCC USA, the "DCL U.S. Debtors") in exchange for (a) the PHI Stock, (b) [$[▪] in cash][1] and (c) the Assumed Liabilities arising out of the U.S. Purchased Assets or the DCL U.S. Debtors; and

b. the DCL U.S. Debtors shall transfer the PHI Stock received from Purchaser to Pigments (Cayman) Holdings LP ("Cayman LP"), in satisfaction of the credit-bid claims against the DCL U.S. Debtors arising out of the Pre-Petition Term Loan Obligations, which such claims were previously assigned by the Funds to, and credit bid by, Cayman LP.

4. Pursuant to that certain Canadian Contribution Agreement attached hereto as **Schedule 3**, the Funds shall contribute all of their credit-bid claims against DCL Corporation, an Ontario corporation ("DCL Canada"), arising out of the Pre-Petition Term Loan Obligations (the "Canadian Debt Claims") to Cayman LP, which in turn shall contribute the Canadian Debt Claims to Intermediate, which in turn shall contribute the Canadian Debt Claims to Purchaser.

5. Pursuant to that certain Canadian Contribution and Subscription Agreement attached hereto as **Schedule 4**, Purchaser shall contribute a portion of the Canadian Debt Claims (the "Transferred Canadian Debt Claims") to Pigments Services Canada, Inc., a Canadian corporation ("Pigments Canada"), in exchange for [100] newly issued shares of common stock of Pigments Canada, and Purchaser shall retain the remaining portion of the Canadian Debt Claims (the "Retained Canadian Debt Claims").

6. Pursuant to that certain Canadian Limited Partnership Contribution Agreement attached hereto as **Schedule 5**, Pigments Canada shall contribute a portion of the Transferred Canadian Debt Claims equal in value to the portion of the Purchase Price that is allocated to the Ajax facility (the "Canadian Debt RE") as capital in and to Pigments Canada Real Estate LP, a limited partnership ("RE LP").

7. Pursuant to that certain Canadian Bill of Sale attached hereto as **Schedule 6**, Pigments Canada shall acquire the assets of DCL Canada (excluding the stock of its subsidiaries and the Ajax facility, the "Canadian Assets") in exchange for (a) its portion of the Transferred Canadian Debt Claims, (b) [$[▪] in cash][2] and (c) the Assumed Liabilities arising out of the Canadian Purchased Assets (other than the Ajax facility).

8. Pursuant to those certain transfer instruments attached hereto as **Schedule 7**, Purchaser shall acquire the stock of DCL Corporation (Europe) Limited, an English private limited company, and DCL Corporation (NL) B.V., a Dutch corporation, in exchange for (a) the Retained Canadian Debt Claims and [(b) $[▪] in cash].

9. Pursuant to that certain Bill of Sale attached hereto as **Schedule 8**, RE LP will acquire the Ajax facility in exchange for (a) the Canadian Debt RE and [(b) $[▪] in cash].

[1] Note to Draft: All cash and contributed debt claim amounts referred to herein pending final purchase price allocation.
[2] Note to Draft: If cash amounts are necessary at the Canadian subsidiaries, to add cash pushdown step from Purchaser.

[*Schedules Follow*]

Schedule 1

U.S. Contribution Agreement

Schedule 2

U.S. Bill of Sale

Schedule 3

Canadian Contribution Agreement

Schedule 4

Canadian Contribution and Subscription Agreement

Schedule 5

Canadian Limited Partnership Contribution Agreement

Schedule 6

Canadian Bill of Sale

Schedule 7

UK Stock Transfer Form and Dutch Deed of Transfer

Schedule 8

Bill of Sale

DISCLOSURE SCHEDULES

PURSUANT TO THE

ASSET PURCHASE AGREEMENT

BY AND AMONG

H.I.G. COLORS HOLDINGS, INC. AND ITS SUBSIDIARIES

as Sellers

and

PIGMENTS HOLDINGS, INC

as Purchaser

Dated as of December 21, 2022

and Amended as of February 14, 2023

These disclosure schedules (the "**Schedules**") have been prepared and delivered in accordance with that certain Asset Purchase Agreement (the "**Agreement**"), dated as of December 21, 2022, by and among Pigments Holdings, Inc. a Delaware corporation ("**Purchaser**"), and H.I.G. Colors Holdings, Inc., a Delaware corporation ("**Holdings**"), and its direct and indirect subsidiaries (together, with Holdings, "**Sellers**"). Capitalized terms used herein but not immediately defined shall have the meaning ascribed to them elsewhere in this Agreement.

These Schedules relates to certain matters concerning the transactions contemplated by the Agreement. These Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations or warranties of any party to the Agreement except as and to the extent provided in the Agreement, and shall not be deemed to expand the scope or effect of the relevant party's representations or warranties in the Agreement.

The numbered headings in these Schedules correspond to the Section numbers in the Agreement. Disclosure of any fact or item in any Schedule referenced by a particular Section in the Agreement shall be deemed to have been disclosed in each other Schedule referenced by a particular Section in the Agreement if the applicability of such disclosure to such other Schedule is reasonably apparent.

Further, mere inclusion of any information in any section or subsection herein shall not be deemed or construed as an admission that such item represents a fact, event, or circumstance that constitutes, or is reasonably expected to have, a Material Adverse Effect on the Company. No disclosure in any Schedule relating to any possible breach or violation of any Contract or any Law or similar legal requirement will be construed as an admission or indication to a third party that any such possible breach or violation exists or has actually occurred. Information set forth in these Schedules may be included solely for informational purposes and may not be required to be disclosed pursuant to the Agreement. The disclosure of any information will not be deemed or interpreted to constitute an acknowledgement that such information is required to be disclosed in connection with the representations and warranties made by the relevant party in the Agreement.

The attachments to these Schedules form an integral part of these Schedules and are incorporated by reference to the specific section of these Schedules to which such attachments relate (as identified herein) for all purposes as if set forth fully herein. In disclosing the information in these Schedules, the Company expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work product doctrine.

Schedule 1.1

Retention Eligible Employee

[redacted]

Designated Location

Facilities of the Canadian Seller located at 445 Finley Avenue, Ontario, Canada.

Schedule 1.1(b)

Knowledge Parties

David Charles Herak

Schedule 2.2

Software Not Freely Transferable

Medius Software used for AP automation.

Schedule 2.4(k)

Excluded Liabilities

All Liabilities of any Seller arising under the following Contracts:

(i) Amended and Restated Sponsor Subordinated Promissory Note between and among H.I.G. Colors, Inc., DCL Corporation, DCL Holdings (USA), Inc., dated July 31, 2021,

(ii) Share Purchase Agreement, between and among KNRV Investments Inc., Dominion Colour Corporation, Colour Acquisition Corporation, dated September 30, 2016, and

(iii) Subordinated Promissory Note, between and among H.I.G. Colors, Inc. and Landers-Segal Color Co., Incorporated, dated April 6, 2018.

Schedule 5.3(c)

Authority; Noncontravention

None.

Schedule 5.6

Real Property

(a) None.

(b) None.

Schedule 5.6(c)

Leased Real Property

Party	Real Property Address	Owned or Leased	Description of Business Conducted at Location	Name and address of lessor/owners of leased locations
DCL Corporation (f/k/a Dominion Colour Corporation)	1 Concorde Gate, Suite 608, Toronto, Ontario, M3C 3N6	Leased	Corporate Office	Fengate Asset Management, 2275 Upper Middle Road East Suite 700 Oakville, Ontario L6H 0C3
DCL Corporation (USA), LLC (f/k/a LANSCO Colors LLC)[1]	20 Altieri Way, Warwick, Rhode Island 02886	Leased	Technical Center	20 Altieri, LLC PO Box 731 Providence, Rhode Island 02901
DCL Corporation (BP), LLC	1506 Bushy Park Road, Goose Creek, South Carolina	Leased	Bushy Park Facility	Cooper River Partners, LLC 1588 Bushy Park Road, Goose Creek 294455 Attn: President
DCL Corporation (f/k/a Dominion Colour Corporation)	2615 Wharton Glen Avenue Mississauga, Ontario L4X 2B1	Leased	Office, Manufacturing & Storage	813182 Ontario Inc. c/o Janet L. Lamb 115 Durham St PO Box 395 Flesherton, ON N0C
DCL Corporation (f/k/a Dominion Colour Corporation)	2597 Wharton Glen Avenue Mississauga, Ontario L4X 2B1	Leased	Manufacturing & Storage	Charane Limited through Strategic Property Management 1097 North Service Road East Suite 200 Oakville, Ontario L6H 1A6
DCL Corporation (NL) B.V. (fka DCC Maastricht B.V.)	Sorteweg 39, 6219 NT, Maastricht, The Netherlands	Leased	Office & Manufacturing	Colors & Effects Netherlands B.V. (formerly BASF Nederland B.V.)

[1] The Second Amendment to the Lease Agreement entered into on July 13, 2022 was inadvertently executed by DCL Corporation.

Schedule 5.6(d)

Owned Real Property

Party	**Real Property Address**	**Description of Business Conducted at Location**
DCL Corporation (f/k/a Dominion Colour Corporation)	445 Finley Avenue, Ajax, Ontario - being the lands described in all of PIN 26464-0052 (LT)	Ajax Facility Location
DCL Corporation (f/k/a Dominion Colour Corporation)	435 Finley Avenue, Ajax, Ontario – being the lands described in all of PIN 26464-0051 (LT)	Ajax Distribution Centre
DCL Corporation (f/k/a Dominion Colour Corporation)	199 New Toronto St., Toronto, Ontario - being the lands described in all of PIN 07600-0171 (LT)	New Toronto Facility Location
DCL Corporation (Europe) Limited (f/k/a Dominion Colour Corporation (Europe) Limited)	Holt Mill Road, Waterfoot, Rossendale, Lancashire, England	Operations

Schedule 5.7

Tangible Personal Property

None.

Schedule 5.8

Intellectual Property

(c)

(i).

I. Patents:

	Patent Title	Jurisdiction	Patent No./Registration Date	Application No./Filing Date	Owner
1.	Preparation Of Quinacridonequinones And Substituted Derivatives Of Same	US	6,972,333 December 6, 2005	10/757,306 January 14, 2004	DCL Corporation (BP), LLC
2.	Preparation Of Quinacridonequinones And Substituted Derivatives Of Same	MX	PA06008084 January 31, 2007	MXPA/A/2006/008084 July 14, 2006	DCL Corporation (BP), LLC
3.	Process For The Preparation Of Perylene Pigments	HK	1048645 September 28, 2007	1048645 February 4, 2003	DCL Corporation (BP), LLC
4.	Process For The Preparation Of Perylene Pigments	MX	PA01013190 May 21, 2004	MXPA/A/2001/013190 December 18, 2001	DCL Corporation (BP), LLC
5.	Process For Preparing Nanoscale Quinacridone	US	7,211,139 May 1, 2007	11/120,680 May 3, 2005	DCL Corporation (BP), LLC
6.	ナノスケールのキナクリドンの製造法	JP	4801730 October 26, 2011	2008510015 April 12, 2006	DCL Corporation (BP), LLC
7.	Methods For Preparing Perylene/Perinone Pigments	US	7,795,433 September 14, 2010	11/608,574 December 8, 2006	DCL Corporation (BP), LLC
8.	Pigments for Non-Aqueous Inks And Coatings	IN	267317 July 14, 2015	6869/DELNP/2009 October 27, 2009	DCL Corporation (BP), LLC
9.	Pigments for Non-Aqueous Inks And Coatings	CN	n/a	200880019625.5 April 3, 2008	DCL Corporation (BP), LLC
10.	Pigments for Non-Aqueous Inks And Coatings	EP	2148904 June 6, 2012	08744985.6 February 3, 2010	DCL Corporation (BP), LLC
11.	Pigments for Non-Aqueous Inks And Coatings	US	7,901,503 March 8, 2011	12/597,045 October 22, 2009	DCL Corporation (BP), LLC
12.	2,5-Di(Methoxyanilino) Terephthalic Acid Polymorphs And Quinacridones Realized Therefrom	US	8,557,990 October 15, 2013	13/595,994 August 27, 2012	DCL Corporation (BP), LLC
13.	Process For Making Perylene Pigment Compositions	CN	101065452 July 27, 2011	03810291.9 March 7, 2003	DCL Corporation (BP), LLC

14.	Process For Making Perylene Pigment	IN	240415 May 14, 2010	2637/DELNP/2004 September 8, 2004	DCL Corporation (BP), LLC
15.	Process For Making Perylene Pigment Compositions	MX	n/a	PA/a/2004/008694 September 8, 2004	DCL Corporation (BP), LLC
16.	High Transparency Pigments	US	9,487,657 November 8, 2016	12,374,515 January 21, 2009	DCL Corporation (BP), LLC
17.	Pu-Coated Pigments	EP	2057234	07814177.7 August 16, 2007	DCL Corporation (BP), LLC
18.	Process for the Continuous Drowning of Perylene Melt	KR	10079980 May 18, 2007	20010057568 December 14, 2000	DCL Corporation (BP), LLC
19.	Process For The Continuous Drowning Of Perylene Melt	MX	213059 February 26, 2003	PA/A/2000/012104 December 7, 2000	DCL Corporation (BP), LLC
20.	Novel Crystal Forms Of Quinacridones Made From 2,9-Dimethoxyquinacridone And 2,9-Dichloroquinacridone	US	8,197,592 June 12, 2012	12/989,269 May 6, 2011	DCL Corporation (BP), LLC
21.	Novel Crystal Forms Of Quinacridones Made From 2,9-Dimethoxyquinacridone And 2,9-Dichloroquinacridone	US	8,430,954 April 30, 2013	13,473,240 May 16, 2012	DCL Corporation (BP), LLC
22.	Black pigment compositions	US	7,077,898 July 18, 2006	10/886,487 July 7, 2004	Dominion Colour Corporation (Canada)
23.	Rheology improvers and pigment compositions having improved rheology	US	6,827,774 December 7, 2004	10/450,031 June 10, 2003	Dominion Colour Corporation (Canada)
24.	Rheology improvers and pigment compositions having improved rheology	US	6,827,775 December 7, 2004	10/450,034 June 10, 2003	Dominion Colour Corporation (Canada)

II. <u>Trademarks</u>:

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
25.	**PERRINDO**	United Kingdom	UK00801208243 09-MAY-2014	UK00801208243 12-MAY-2015	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP),*

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
					LLC on-going]
26.	**QUINDO**	United Kingdom	UK00801207663 09-MAY-2014	UK00801207663 05-MAY-2015	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
27.	**PERRINDO**	Benelux	051142 04-26-1984	400016 02-25-1994	DCL Corporation (BP), LLC
28.	**QUINDO**	Benelux	051143 04-26-1984	400017 01-01-1985	DCL Corporation (BP), LLC
29.	**PERRINDO**	Canada	525206 07-12-1984	302386 05-03-1985	DCL Corporation (BP), LLC
30.	**QUINDO**	Canada	525207 07-12-1984	302599 05-10-1985	DCL Corporation (BP), LLC
31.	**PERRINDO**	France	707079 06-27-1984	1277276 11-05-1984	DCL Corporation (BP), LLC
32.	**QUINDO**	France	707087 06-27-1984	1277275 11-15-1984	DCL Corporation (BP), LLC

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
33.	**PERRINDO**	Germany	M541532WZ 01-13-1984	1065448 07-04-1984	DCL Corporation (BP), LLC
34.	**QUINDO**	Germany	M541542WZ 01-13-1984	1065528 07-06-1984	DCL Corporation (BP), LLC
35.	**PERRINDO**	United States	73350519 02-16-1982	1232426 03-29-1983	DCL Corporation (BP), LLC
36.	**QUINDO**	United States	73350518 02-16-1982	1235969 05-03-1983	DCL Corporation (BP), LLC
37.	**PERRINDO**	China	32792209 08-09-2018	32792209 04-21-2019	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
38.	**PERRINDO**	China	32782256 08-09-2018	32782256 04-21-2019	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
39.	**QUINDO**	China	32795317 08-09-2018	32795317 05-07-2019	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
40.	**QUINDO**	China	32798817 08-09-2018	32798817 04-14-2019	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
41.	**PERRINDO**	International Bureau (WIPO) **Designated Contracting Parties:** Indonesia Republic of Korea Russian Federation European Union	1208243 05-09-2014	1208243 05-09-2014	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
42.	**QUINDO**	International Bureau (WIPO) **Designated Contracting Parties:** European Union Republic of Korea Russian Federation	1207663 05-09-2014	1207663 05-09-2014	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
43.	**PERRINDO**	Japan	8594484 07-31-1984	1905969 10-28-1986	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP),*

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
					LLC on-going]
44.	**QUINDO**	Japan	8594559(84) 07-31-1984	2049622 05-26-1988	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
45.	**PERRINDO**	Mexico	163458 03-19-1993	437736 07-19-1993	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
46.	**QUINDO**	Mexico	163457 03-19-1993	437735 07-19-1993	Sun Chemical B.V. *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
47.	**PERRINDO**	Italy	MI20047956 05-17-1984	1086881 04-21-1997	Sun Chemical Corporation *[Recordal of Assignment to DCL Corporation (BP), LLC on-going]*
48.	**KROLOR**	United States	72269026 13-APRIL-1967	0837400 07-MAY-2014	DCL Corporation

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
49.	**DCL (Design)**	United States	88790717 10-FEB-2020	6565028 23-NOV-2021	DCL Corporation
50.	**DCL**	United States	88790713 10-FEB-2020	6565027 23-NOV-2021	DCL Corporation
51.	**DCC (Design)**	United States	85486243 2-DEC-2011	4445890 10-DEC-2013	DCL Corporation
52.	**DCC**	United States	85486236 2-DEC-2011	4445889 10-DEC-2013	DCL Corporation
53.	**ORGANO-ULTRAMARINE**	Canada	1852025 10-AUG-2017	TMA1054600 16-SEP-2019	DCL Corporation
54.	**OUM**	Canada	1852026 10-AUG-2017	TMA1054576 16-SEP-2019	DCL Corporation
55.	**DCC & Logo Design**	Canada	1543634 15-SEP-2011	TMA840812 21-JAN-2013	DCL Corporation
56.	**DCC**	Canada	1543632 15-SEP-2011	TMA840808 21-JAN-2013	DCL Corporation

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
57.	**DCL Logo Design**	Canada	2008513 29-JAN-2020		DCL Corporation
58.	**DCL**	Canada	2007971 24-JAN-2020		DCL Corporation
59.	**WORKING TOGETHER FOR QUALITY**	Canada	1543635 15-SEP-2011	TMA840835 21-JAN-2013	DCL Corporation
60.	**KROLOR**	Canada	321029 26-MAR-1969	TMA167417 16-JAN-1970	DCL Corporation
61.	**KROLOR**	Australia	283239 12-NOV-1974	283239 12-NOV-1974	DCL Corporation
62.	**KROLOR**	Benelux	69094 10-JAN-1990	477353 19-OCT-2004	DCL Corporation
63.	**ORGANO-ULTRAMARINE**	Germany	3020171100373 4-OCT-2017	302017110037 09-NOV-2017	DCL Corporation
64.	**ORGANO-ULTRAMARINE**	Turkey	2017 87426 04-OCT-2017	2017 87426 23-MAR-2018	DCL Corporation

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
65.		Europe (EUIPO)	018194194 07-FEB-2020	018194194 11-JUN-2020	Dominion Colour Corporation
66.	**DCL**	Europe (EUIPO)	018194197 07-FEB-2020	018194197 11-JUN-2020	Dominion Colour Corporation
67.	**DYECOM**	Europe (EUIPO)	000946012 02-OCT-1998	000946012 22-DEC-1999	Dominion Colour Corporation
68.	**ELJON**	Europe (EUIPO)	000948596 06-OCT-1998	000948596 26-SEP-2000	Dominion Colour Corporation
69.	**ORGANO-ULTRAMARINE**	Europe (EUIPO)	017100819 11-AUG-2017	017100819 08-JAN-2018	Dominion Colour Corporation
70.	**OUM**	Europe (EUIPO)	017100827 11-AUG-2017	017100827 08-JAN-2018	Dominion Colour Corporation
71.	**DYECOM**	International Bureau (WIPO) Designated Contracting Parties: • China • Japan • Republic of Korea	843110 19-OCT-2004	843110 19-OCT-2004	Dominion Colour Corporation

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
		United States (US Reg. No. 3120898)			
72.	**DYECOM**	United States	79008801	US Reg. No. 3120898 Intl Reg. No 0843110	Dominion Colour Corporation
73.	**ELJON**	International Bureau (WIPO) Designated Contracting Parties: • China • Japan • Republic of Korea • United States (US Reg. No. 3083050)	845612 19-OCT-2004	845612 19-OCT-2004	Dominion Colour Corporation
74.	**ELJON**	United States	79009646	US Reg. No. 3083050 Intl Reg. No. 0845612	Dominion Colour Corporation
75.	**KROLOR**	Italy	302014902307443 07-NOV-1994	0001627997 16-OCT-1996	Dominion Colour Corporation
76.	**ORGANO-ULTRAMARINE**	Italy	302017000113915 10-OCT-2017	302017000113915 21-AUG-2018	Dominion Colour Corporation

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
77.	**KROLOR**	Japan	105501/89 19-SEP-1989	2502963 26-FEB-1993	Dominion Colour Corporation
78.	**KROLOR IN KATAKANA**	Japan	105502/89 19-SEP-1989	2559739 30-JUL-1993	Dominion Colour Corporation
79.	**ORGANO-ULTRAMARINE**	Spain	M3685285 03-OCT-2017	M3685285 16-MAR-2018	Dominion Colour Corporation
80.	 **(cloned UK registration originating from EU registration #18194194, issued by the UK IPO as a result of Brexit.)**	United Kingdom	UK00918194194 07-FEB-2020	UK00918194194 11-JUN-2020	Dominion Colour Corporation
81.	**DCL**	United Kingdom	UK00003504941 12-APR-2011	UK00003504941 14-OCT-2011	Dominion Colour Corporation
82.	**DCL**	United Kingdom	UK00918194197 07-FEB-2020	UK00918194197 11-JUN-2020	Dominion Colour Corporation

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
	(cloned UK registration originating from EU registration #18194197, issued by the UK IPO as a result of Brexit.)				
83.	**DYECOM** **(cloned UK registration originating from EU registration #946012, issued by the UK IPO as a result of Brexit.)**	United Kingdom	UK00900946012 02-OCT-1998	UK00900946012 22-DEC-1999	Dominion Colour Corporation
84.	**ELJON** **(cloned UK registration originating from EU registration #948596, issued by the UK IPO as a result of Brexit.)**	United Kingdom	UK00900948596 06-OCT-1998	UK00900948596 26-SEP-2000	Dominion Colour Corporation
85.	**KROLOR**	United Kingdom	UK00001037934 7-NOV-1974	UK00001037934 7-NOV-1974	Dominion Colour Corporation
86.	**ORGANO-ULTRAMARINE**	United Kingdom	UK00003260819 03-OCT-2017	UK00003260819 02-FEB-2018	Dominion Colour Corporation

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
87.	**ORGANO-ULTRAMARINE** **(cloned UK registration originating from EU registration #17100819, issued by the UK IPO as a result of Brexit.)**	United Kingdom	UK00917100819 11-AUG-2017	UK00917100819 08-JAN-2018	Dominion Colour Corporation
88.	**OUM** **(cloned UK registration originating from EU registration #17100827, issued by the UK IPO as a result of Brexit.)**	United Kingdom	UK00917100827 11-AUG-2017	UK00917100827 08-JAN-2018	Dominion Colour Corporation
89.	**DCC**	Venezuela	2017-012602 31-JUL-2017	P371246 30-JUL-2018	Dominion Colour Corporation
90.	**LANOX**	US	86401534 22-SEP-2014	5091691 29-NOV-2016	LANSCO COLORS LLC
91.	**WE BRING A WORLD OF COLOR TO YOUR DOOR**	US	78362542 04-FEB-2004	3023017 06-DEC-2005	LANSCO COLORS LLC

No.	Trademark	Country	App. No./Date	Reg. No./Date	Owner
92.	**LANSCO**	US	73451339 04-NOV-1983	1311813 01-JAN-1985	LANSCO COLORS LLC
93.	**GEMSPERSE**	Europe (EUIPO)	004759296 24-NOV-2005	004759296 28-NOV-2006	Dominion Colour Corporation (Europe) Limited
94.	**GEMSPERSE**	India	2449304 26-DEC-2012	2449304 26-DEC-2012	Dominion Colour Corporation (Europe) Limited
95.	**GEMSPERSE**	UK	UK00904759296 24-NOV-2005	UK00904759296 28-NOV-2006	Dominion Colour Corporation (Europe) Limited
96.	**GEMSPERSE**	US	90771619 14-JUNE-2021	6933343 27-DEC-2022	DCL Corporation (Europe) Limited
97.	**H-D-SPERSE**	UK	UK00002041975 18-OCT-1995	UK00002041975 24-JAN-1997	Gemini Dispersions Limited

Copyrights

None.

(ii).

1. Coexistence Agreement (world-wide), between BLANCHON S.A., (“BLANCHON”) and Sun Chemical Corporation, executed on November 10, 2006, [redacted]

[redacted]

2. Transitional Trademark License Agreement, dated on or about July 31, 2021, by and between Sun Chemical Corporation, a Delaware Corporation, and DCL Corporation (BP), LLC, a Delaware limited liability company, [redacted].
3. Patent License and Settlement Agreement, between BASF SE ("BASF") and Sun Chemical Corporation, dated January 25, 2017, [redacted]
4. Intellectual Property License Agreement, dated as of July 31, 2021, by and among DCL Corporation (BP), LLC, and Sun Chemical Corporation, a Delaware corporation, [redacted]

(f)

1. Coexistence Agreement (world-wide), between BLANCHON S.A., ("BLANCHON") and Sun Chemical Corporation, executed on November 10, 2006, [redacted].
2. Patent License and Settlement Agreement, between BASF SE ("BASF") and Sun Chemical Corporation, dated January 25, 2017, [redacted]

(g)

Domain Names

1. pigments.com (Default)
2. armonteith.com
3. dcc.dominioncolour.com

4. dcchoibm.dominioncolour.com
5. dominioncolor.co.uk
6. dominioncolour.co.uk
7. dominioncolour.com
8. dominioncolour.eu
9. dominioncolour.nl
10. dominioncolourejhr.onmicrosoft.com
11. dominioncolourlansco.onmicrosoft.com
12. power8dcc.dominioncolour.nl

Social Media Accounts

1. https://www.instagram.com/dcl_corporation/
2. https://twitter.com/DCLCorporation
3. https://www.youtube.com/channel/UCVhRXwfTIgAJi7ryTm2ej3w/videos

Schedule 5.9

Litigation

1. In February 2020, DCL Corporation received a letter from the former Chief Procurement Officer, Minesh Shah, demanding compensation for entitlements under his employment contract as well as legal fees and bad faith damages. The Company believes there is no merit to his claims but provided a counter proposal in March 2020. As of the filing date, the claim is active. Statement of Claim, Statement of Defense, and Statement of Reply have all been filed with the Ontario Superior Court of Justice. A motion to file with the Court has been submitted and associated evidence submitted. The Company has also started the process for mediation in the event it can settle before an actual trial commences. The Company is targeting a settlement of twelve (12) months' base wages.
2. On December 19, 2022, Lanxess Corporation filed a complaint against DCL Corporation (BP), LLC, alleging damages resulting from DCL's termination of a long-standing agreement between the parties. A hearing to consider the plaintiff's motion for expedited proceedings was initially scheduled for December 21, 2022, but was subsequently cancelled.

Schedule 5.10(a)

Material Contracts

(i) None.

(ii) None.

(iii)

1. Contracts relating to the BV expansion generally, [redacted]

(iv)

1. Share Purchase Agreement, dated September 30, 2016, between KNRV Investments Inc., Dominion Colour Corporation and Colour Acquisition Corporation and the related ancillary documents.
2. Membership Interest Purchase and Sale Agreement, dated April 6, 2018, by and among Lansco Holdings, Inc., H.I.G. Colors Holdings, Inc., Landers-Segal Color Co., Incorporated and its shareholders and the related ancillary documents.
3. Asset Purchase Agreement, dated May 6, 2021, by and among Sun Chemical Corporation, DCL Corporation (BP), LLC, DIC Corporation and H.I.G. Colors, Inc., and the related ancillary documents.
4. Bill of Sale between DCL Corporation (BP), LLC and Sun Chemical Corporation, dated July 31, 2021.

(v)

None.

(vi)

1. Consignment Inventory Agreement, between PPG Industries Europe Sarl and DCL Corporation (BP), LLC (as successor in interest to Sun Chemical SA), dated June 28, 2010
2. Consignment Stock Agreement, between Akzo Nobel Automotive & Aerospace Coatings BV and DCL Corporation (BP), LLC (as successor in interest to Sun Chemical SA), dated June 1, 2012
3. Distributor Agreement, dated June 15, 1998, by and between Dominion Colour Corporation and Chemo International Limited, as amended by those certain Amendments dated May 1, 2012, July 1, 2018, and November 18, 2016 (as subsequently assigned to DCL Corporation (USA) LLC) [2]
4. Agency Agreement, dated June 15, 1998, by and between Dominion Colour Corporation and Chemo International Limited (as subsequently assigned to DCL Corporation (USA) LLC)

[2] This agreement and the agreements set out in items 4-11 and 14-34 below were assigned by DCL Corporation (formerly Dominion Colour Corporation) to DCL Corporation (USA) LLC pursuant to the Order Book Purchase and Sale Agreement dated effective as of August 1, 2021.

5. Distributor Agreement, dated November 15, 1966, by and between Dominion Colour Corporation and Chizzy Nigeria Limited (as subsequently assigned to DCL Corporation (USA) LLC)
6. Agent Agreement, dated August 20, 1990, by and between Dominion Colour Corporation and Colossal Co. Ltd. (as subsequently assigned to DCL Corporation (USA) LLC)
7. Distributor Agreement, dated February 1, 2014, by and between Dominion Colour Corporation and Comindex S.A. (as subsequently assigned to DCL Corporation (USA) LLC)
8. Distributor Agreement, dated April 1, 2022, by and between DCL Corporation and Comindex S.A. (as subsequently assigned to DCL Corporation (USA) LLC)
9. Agent Agreement, dated September 18, 1990, by and between Dominion Colour Corporation and Cougar Resources Corp. (as subsequently assigned to DCL Corporation (USA) LLC)
10. Distributor Agreement, dated March 24, 1987, by and between Dominion Colour Company and Dar-Tech Inc. (as subsequently assigned to DCL Corporation (USA) LLC)
11. Agreement, dated April 1, 2020, by and between DCL Corporation and Decase Chemicals LTD (as subsequently assigned to DCL Corporation (USA) LLC)
12. Extension of Distributor Agreement, dated September 15, 2016, by and between Dominion Colour Corporation (Europe) Ltd and DKSH Portugal, Unipessoal, LDA
13. Distributor Agreement, dated August 1, 2021, by and between DCL Corporation (USA) LLC and Garzanti Specialties S.p.A.
14. Distributor Agreement, dated October 1, 2016, by and between Dominion Colour Corporation and Haris Al Afaq Ltd. (as subsequently assigned to DCL Corporation (USA) LLC)
15. Distributor Agreement, dated July 8, 1998, by and between Dominion Colour Corporation and Hexa Chemicals (S) PTE. LTD. (as subsequently assigned to DCL Corporation (USA) LLC)
16. Distributor Hybrid Agreement, dated December 11, 2020, by and between DCL Corporation and Atherton & Imrooz (as subsequently assigned to DCL Corporation (USA) LLC)
17. Distributor Agreement, dated August 1, 2016, by and between Dominion Colour Corporation and Intracon Corporation (as subsequently assigned to DCL Corporation (USA) LLC)
18. Agency Agreement, dated January 1, 1997, by and between Dominion Colour Corporation and Kuang Nung Limited (as subsequently assigned to DCL Corporation (USA) LLC)
19. Distributor Agreement, dated January 1, 1977, by and between Dominion Colour Corporation and Kuang Nung Limited (as subsequently assigned to DCL Corporation (USA) LLC)
20. Distributor Agreement, dated January 1, 2015, by and between Dominion Colour Corporation and Marbar Chimie SA (as subsequently assigned to DCL Corporation (USA) LLC)
21. Distributor Hybrid Agreement, dated September 15, 2020, by and between DCL Corporation and Mesa Hermanos Y Cia S A S (as subsequently assigned to DCL Corporation (USA) LLC)

22. Agency Agreement, dated April 15, 1994, by and between Dominion Colour Corporation and N. Krallis S.A. (as subsequently assigned to DCL Corporation (USA) LLC)
23. Distributor Agreement, dated February 13, 1994, by and between Dominion Colour Corporation and PT. Indoreksa Lokamandiri (as subsequently assigned to DCL Corporation (USA) LLC)
24. Distributor Agreement, dated March 29, 2005, by and among Dominion Colour Corporation, Quimica Anders LTDA and Quimica Anders S.A. (as subsequently assigned to DCL Corporation (USA) LLC)
25. Preliminary Terms of Agreement, dated 2007, by and among Dominion Colour Corporation, Gemini Dispersions Limited and Quimica Rana S.A. de S.V. (QR) (as subsequently assigned to DCL Corporation (USA) LLC)
26. Distributor Agreement, dated April 30, 1996, by and between Dominion Colour Corporation and Reho International Inc. (as subsequently assigned to DCL Corporation (USA) LLC)
    a. Addendum, dated September 9, 2004, by and between Dominion Colour Corporation and Reho International Inc.
27. Agency Agreement, dated April 30, 1996, by and between Dominion Colour Corporation and Reho International Inc. (as subsequently assigned to DCL Corporation (USA) LLC)
28. Distributor Agreement, dated September 11, 2013, by and between Dominion Colour Corporation and Saeyang International Corporation (as subsequently assigned to DCL Corporation (USA) LLC)
29. Distributorship Agreement, dated December 21, 2020, by and between DCL Corporation and The Shepherd Color Company, as renewed by that certain Distributorship Renewal Agreement, dated January 1, 2022, by and between DCL Corporation and The Shepherd Color Company (as subsequently assigned to DCL Corporation (USA) LLC)
30. Agency Agreement, dated July 1, 2012, by and between Dominion Colour Corporation and Siwa Chemicals Co. (as subsequently assigned to DCL Corporation (USA) LLC)
31. Distributor Agreement, dated March 1, 2020, by and between Dominion Colour Corporation and Stockmeier Holding GmbH (as subsequently assigned to DCL Corporation (USA) LLC)
32. Distributor Agreement, dated July 1, 2014, by and between Dominion Colour Corporation and Swisscolor s.r.o., as amended by that certain Amendment dated October 1, 2017 (as subsequently assigned to DCL Corporation (USA) LLC)
33. Distributor Agreement, dated August 1, 2016, by and between Dominion Colour Corporation and Union Chemicals Lanka Plc. (as subsequently assigned to DCL Corporation (USA) LLC)
34. 'Hybrid' Distributor Agreement, dated June 18, 1998, by and between Dominion Colour Corporation and Will & Co. B.V., as amended by those certain Amendments dated January 2004, July 1, 2010, and November 1, 2013 (as subsequently assigned to DCL Corporation (USA) LLC)
35. Agency Agreement, dated March 11, 2022, by and between DCL Corporation (USA) LLC and West & Senior Limited

(vii) None.

(viii)

1. Sales Confirmation between DCC Maastricht BV and Treibacher Industrie AG, dated November 16, 2015.

(ix)

1. Employment Agreement, dated April 5, 2021, by and between DCL Corporation (fka Dominion Colour Corporation) and [redacted], as amended.
2. Employment Agreement, dated June 1, 2022, by and between DCL Corporation (fka Dominion Colour Corporation) and [redacted].
3. Employment Agreement, dated April 21, 2021, by and between DCL Corporation (BP), LLC and [redacted].
4. Employment Agreement, dated July 10, 2021, by and between DCL Corporation and [redacted].
5. Employment Agreement, dated April 17, 2021, by and between DCL Corporation (USA), LLC and [redacted]
6. Employment Agreement, dated April 6, 2018, by and between Landers-Segal Color Co., Incorporated and [redacted]
7. Employment Agreement, dated April 6, 2018, by and between Landers-Segal Color Co., Incorporated and [redacted]
8. Employment Agreement, dated January 19, 2019, by and between DCL Corporation (fka Dominion Colour Corporation) and [redacted]
9. Employment Agreement, dated April 6, 2018, by and between Landers-Segal Color Co., Incorporated and [redacted]
10. Employment Agreement, dated September 29, 2016, by and between DCL Corporation (fka Dominion Colour Corporation) and [redacted]
11. 2022 Retention Award Agreements, by and between DCL Corporation and each of:

    a. [redacted] (November 1, 2022)
    b. [redacted]
    c. [redacted] (December 3, 2022)
    d. [redacted] (October 25, 2022)
    e. [redacted] (November 1, 2022)
    f. [redacted] (October 26, 2022)
    g. [redacted]
    h. [redacted] (October 26, 2022)
    i. [redacted] (October 26, 2022)
    j. [redacted] (October 26, 2022)
    k. [redacted]
    l. [redacted] (October 24, 2022)
    m. [redacted]
    n. [redacted] (October 24, 2022)
    o. [redacted] (October 24, 2022)
    p. [redacted]
    q. [redacted]
    r. [redacted] (November 21, 2022)
    s. [redacted] (November 21, 2022)
    t. [redacted] (November 21, 2022)
    u. [redacted] (November 21, 2022)
    v. [redacted] (November 21, 2022)
    w. [redacted] (November 21, 2022)

x. [redacted] (November 21, 2022)
y. [redacted] (November 21, 2022)
z. [redacted] (November 21, 2022)
aa. [redacted] (November 21, 2022)
bb. [redacted]
cc. [redacted] (November 23, 2022)
dd. [redacted] (November 30, 2022)

Schedule 5.11(d)

Employees; Labor Matters

1. Agreement between DCL Corporation and Teamsters Chemical, Energy and Allied Workers Local Union N. 1979 effective March 19, 2021, to March 18, 2024 covering certain Business Employees located at 435 and 445 Finley Avenue, Ajax, Ontario L1S 3X4 and 199 New Toronto Street, Toronto, Ontario M8V 2E9.
2. Agreement between DCL Corporation (NL) B.V., and FNV in Utrecht effective 1 October 2020 to 31 March 2023 covering certain employees located at the Maastricht, NL location.

Schedule 5.12(a)

Benefit Plans and ERISA Compliance

(i) Canadian Plans

Retirement Plan Type	Registration #	Name
Defined Benefit	0401455	DCL Corporation Hourly Pension Plan
Defined Benefit	0989616	DCL Corporation Salaried Pension Plan
Defined Contribution	1046994	Pension Plan for the Employees of Monteith Inc. (Closed effective April 1, 2022. Pending FSRA asset transfer application to below noted defined contribution plans.)
Defined Contribution	1141860	Pension Plan for the Employees of Dominion Colour Corporation/Voluntary Registered Retirement Savings Plan
Defined Contribution	1166354	Dominion Colour Corporation Hourly Pension Plan/ Voluntary Registered Retirement Savings Plan
Defined Contribution	52684 Plan number	Deferred Profit Sharing Plan
Defined Contribution	52684 Plan number	Registered Retirement Savings Plan

Benefit Plan Type	Policy/Plan#	Vendor
Extended Health Care Dental Care Basic Group Life Insurance Optional Life Insurance Short-Term and Long-Term Disability	G0029264	Manufacturers Life Insurance Company (Manulife Financial)
Accidental Death and Dismemberment	GPA 9427770	AIG Insurance Company of Canada
Business Travel Accident	BTA 9427371	AIG Insurance Company of Canada
Emergency Travel Assistance		Manufacturers Life Insurance Company (Manulife Financial)

Additional Employee Benefits

1. Employee Assistance Plan provided by ComPsych
2. Fitness Membership – Employees are reimbursed 50% of fitness membership fees to a maximum of $200 per year reimbursed at the end of year.
3. Tuition Assistance
4. Service Awards – Employees are recognized for their years of service at each 5-year milestones. At 25-year service milestone recognition includes a luncheon.
5. Salaried Vacation Policy, dated August 2011

(ii) Incentive or Compensation Plans

1. DCL Management Incentive Program
2. DCL Global Sales Incentive Plan (SIP)

(iii) US Plans

Plan Type	Policy/Plan#	Vendor
Medical PPO Medical EPO Dental (High & Low Plans) Vision	0633654	Cigna Health & Life Insurance Company
Long Term Disability	SGE-600567	Cigna Life Insurance Company of New York
Short Term Disability	NYK-700254	New York Life Insurance Company of New York
Accidental Death and Dismemberment	SYK 600519	Cigna Life Insurance Company of New York
Life Insurance	SGN-600908	Cigna Life Insurance Company of New York
Health FSA Dependent Care FSA	Client ID—60650	Health Equity
New York Disability & New York Paid Family Leave Benefits	NYD-601114	Administered by New York Life Cigna Life Insurance Company of New York
Employee Assistance Program	N/A	ComPsych

Additional Employee Benefits

1. The DCL Corporation (USA), LLC Profit Sharing Plan

(iv) Individual Agreements with Business Employees

Schedule 5.10(a)(ix) is incorporated by reference herein.

Schedule 5.14

Insurance

Coverage	Limits	Deductible / Self Insured Retention	Insurer	Policy Number
General Liability	$10,000,000 Per Occurrence $10,000,000 General Aggregate	Each Occurrence Limit $500,000 Except; Tenants Legal Liability $1,000 Employee Benefits Liability $1,000 Legal Liability for Damage to Hired Automobiles $500 Fire Fighting Expense Liability $10,000	Lloyds of London	B0507IC2201198
Global Property	**Limit of loss:** $40,000,000 **Earth** Movement: annual aggregate $40,000,000 **Flood**: annual aggregate $40,000,000 except; $10,000,000 for the Netherlands **Windstorm**: annual aggregate $40,000,000	Earth Movement: 5% of values at risk at time of loss, subject to a minimum of $2,500,000 Windstorm: 5% of values at risk at time of loss, subject to a minimum of $2,500,000 Flood: 5% of values at risk at time of loss, subject to a minimum of $2,500,000 All other losses: $2,500,000	AIG Insurance Company of Canada – Lead Stewart Specialty Risk Underwriting Starr Technical Risks Canada Inc. Lloyds of London	Canada: 086683027 USA: 72112684 UK: ARBIB25560 Netherlands: M26.22.0066
Environmental Impairment Liability	$10,000,000 each Pollution Condition and in the Aggregate	$100,000 each Pollution Condition	Lloyds of London	B174010613PC21

Coverage	Limits	Deductible / Self Insured Retention	Insurer	Policy Number
Global Marine	$1,000,000 USD by any one conveyance or, in any one place or, at any one time or, in any one disaster or accident or; as specified in the following sub-limits, or unless otherwise specified elsewhere herein: $100,000 USD for non-containerized shipments On Deck; $1,000,000 USD by any one aircraft (except when used as a connecting conveyance);	$1,000 USD any one occurrence	AIG Insurance Company of Canada	45778404
Cyber Liability	$5,000,000 Each Claim $5,000,000 Policy Aggregate	$200,000 Each Loss except; Network Extortion: $500,000	Chubb Insurance Company of Canada	TIVAABW7HZ002
Crime	$2,000,000	$15,000 Each Claim	Berkley Insurance Company	BC06035-2001
D&O	$6,000,000 Policy Aggregate	$50,000 Each Claim; $75,000 Each Employment Practices or Third Party Discrimination Claim	Zurich American Insurance Company	MPL 0156209-04

Schedule 5.15

Environmental Matters

1. DCL Corporation's New Toronto site was issued a summons on January 23, 2018 by the City of Toronto for charges associated with alleged violations of section 2A(4) of the City of Toronto Municipal Code Chapter 681 relating to an alleged discharge of 3,3'-dichlorobenzidine on July 26, 2017 and an alleged discharge of oil and grease on November 28, 2017 to the municipal sewer system. A subsequent court summons was issued on November 8, 2018, relating to discharge exceedance to sanitary sewers occurring on June 19, 2018, and this matter was consolidated with prior charges. DCL Corporation pled guilty with a fine to one charge with the remaining 2 charges being withdrawn. No settlement terms or ongoing obligations.

2. The Ministry of the Environment, Conservation and Parks (the "MECP") issued a Certificate of Property Use ("CPU") on October 7, 2015 for DCL Corporation's Ajax facility in Ontario, Canada, in connection with a Record of Site Condition which has been filed to evidence property remediation in accordance with provincial requirements. The CPU for the Ajax property requires, among other things, the ongoing operation, maintenance and monitoring of groundwater collection systems, engineering controls and related reporting.

3. DCL Corporation's New Toronto site is contaminated with a range of metals, VOCs and other contaminants. Some of the contamination has been generated on site, and some contamination has migrated on site from upgradient properties, the latter of which was the subject of a settlement reached on June 27, 2019. The MECP is aware of the contamination and its potential migration across the property to the residences on Toffee Court and has taken no steps with respect to it. At the time of this Agreement, no written notice has been received of any action, prosecution or application having been commenced against DCL Corporation requiring it to remediate the site.

4. In May 2017, the City of Mississauga Fire & Emergency Services ("MFD") issued three Inspection Orders (#135739, #136568 and #136564) (together, the "Inspection Orders") to the Monteith division of DCC ("Monteith") ordering remedial work at Monteith's premises located at 2597 and 2615 Wharton Glen Avenue, Mississauga, Ontario to bring the premises into compliance with the Ontario Fire Code for the storage and handling of flammable and combustible liquids. Monteith engaged an engineering consultant, Arencon Inc. Monteith has also received guidance from the City of Mississauga on modifications required to comply with the Ontario Fire Code. Monteith has engaged an engineering contractor to reply to the outstanding orders as only an engineer can sign and stamp documents certifying compliance with the issued orders. Completion with the compliance orders is expected around the end of calendar 2023 contingent on the timing of permits issued by the local municipality that would allow for necessary construction/installations to comply with all orders issued.

5. Letter dated August 7, 2020 from Sun Chemical Corporation to Lanxess Corporation Re: July/Aug. 2020 Bushy Park Facility Wastewater Performance and Permit Violations Lanxess Impact on Wastewater Treatment Capabilities and DRAFT letter dated October 6, 2020 from Sun Chemical Corporation to Lanxess Corporation concerning exceedances of permitted effluent discharge limits. The DRAFT letter dated October 6, 2020 was not sent to Lanxess Corporation as the parties had a verbal discussion on these matters. In such discussion, while

there was not consensus on the fault of Lanxess, the parties agreed to work collaboratively to respond to the exceedances. The Buyer and Lanxess continue to work towards a new service agreement that accounts for their current processes and associated wastestream and harmful constituents. The parties' discussion included discussion of a pretreatment requirement in a revised Tenant Wastewater Services Agreement.

6. See document titled "Dahlia Balmoral – Regulatory DD Questionnaire Item 1c." [7.3.3.3.4]. Additional studies have been requested by the European Chemicals Agency (ECHA) from the registrants to be submitted by the registrants before May 16, 2022 for 2,9-dimethylanthra[2,1,9-def:6,5,10-d'e'f']diisoquinoline-1,3,8,10(2H,9H)-tetrone. The applicable studies have been completed. Follow up requirements from the ECHA will be confirmed towards the end of calendar 2022.

7. C.I. Pigment Violet 29 (P.V. 29) is the subject of a final risk evaluation issued in January 2021 by the Environmental Protection Agency (the "EPA") pursuant to the Toxic Substances Control Act. DCL Corporation (BP), LLC ("DCL BP") is responding to related information requests from the EPA. Based on the information now available to EPA regarding exposures to PV29 at particle sizes of concern, EPA can conclude that PV29 "no longer presents an] unreasonable risk" at the Bushy Park facility. Accordingly, no additional risk management requirements are needed (or authorized) for the manufacturing condition of use. DCL BP is carefully monitoring the situation. While the hope is that there will be no additional testing requirements, DCL BP cannot be certain. Indications are that a final ruling may not be expected until June 2024.

Permits

Ontario

1. Environment Canada New Substance Notifications issued in the ordinary course of business.
2. Technical Standards and Safety Authority (TSSA) licenses (elevating device, pressure vessel) issued in the ordinary course of business.

Ajax

3. Ontario Ministry of Environment Amended Certificate of Approval (Air) Number 4255-AGLT8G issued December 16, 2016 (Ajax).
4. Ontario Ministry of Environment Compliance Approval (Sewer Works) Number 8593-A96L6G issued May 7, 2016 (Ajax).
5. Ontario Ministry of Environment Certificate of Property Use No. 3643-99WJAH (Ajax)
6. Ontario Ministry of Environment Waste Class Registration for DCL Corporation Ajax premises. (ON0418000)
7. The Regional Municipality of Durham Waste Discharge Permit (Permit No. 0029) issued to Dominion Colour Corporation on January 10, 2005. (Ajax)
8. The Regional Municipality of Durham Sulphate Surcharge Agreement issued to Dominion Colour Corporation dated April 1, 2002 (Ajax)

9. Canadian National Railway Siding Agreement issued to Dominion Colour Corporation (No. SA2364) dated February 11, 2002 (Ajax)

New Toronto

10. Ontario Ministry of Environment Amended Environmental Compliance Approval (Air) Number 1509-9HZLM9 issued February 19, 2015. (New Toronto)
11. City of Toronto Sanitary Discharge Agreement issued to Dominion Colour Corporation dated December 16, 2016 (New Toronto)
12. Ontario Ministry of Environment DCL Corporation Active Waste Class Registration for Toronto premises. (ON0418001)
13. Environment Canada - DCB and DCB salt Letter of Agreement between Environment Canada and Dominion Colour Corporation, dated September 30, 1999.
14. Health Canada - DCL Corporation - Class A Precursor License for Anthranilic Acid No. 9-1254 dated April 1, 2022

Mississauga (Monteith)

15. Ontario Ministry of Environment Amended Environmental Compliance Approval (Air) Number 8429-A35QP5 issued November 12, 2015 (Mississauga).
16. Ontario Ministry of Environment DCL Corporation Active Waste Class Registration for Mississauga premises. (ON0021000)

Maastricht

17. Omgevingsvergunning, Milieuneutraal verandern DCL Corporation (NL) B.V. te Maastricht Zaaknummer: 2020-207022 Issued by RUD Zuid Limburg on January 11, 2021 (Maastricht)

Waterfoot

18. United Utilities Water PLC - Discharge of Trade Effluent for Gemini Dispersions Limited dated June 24, 2010

Bushy Park

19. Title V air permit (TV-0420-0095)
20. NPDES permit, wastewater (SC0003441)
21. General stormwater for industrial use (SCR00000)

Schedule 5.16

Brokers

1. TM Capital Corp.

Schedule 5.17

Taxes

None.

Schedule 7.1

Conduct of Business Pending Closing

(a) None.

(b) None.

Schedule 9.2(d)

Required Consents

Unless otherwise assigned or transferred by the order the US Bankruptcy Court or CCAA court, without consent:

1) Consent to transfer from 260 Eighth Street Holdings ULC for the lands municipally known as 199 New Toronto Street, Toronto, Ontario pursuant to an Application To Annex Restrictive Covenants S.118 registered as Instrument No. AT5238987 on September 17, 2019.

2) To the extent required for an assignment of the lease, consent from the landlord for the leased premises at the property municipally known as 1 Concorde Gate, Suite 608, Toronto, Ontario.

3) To the extent required for an assignment of the lease, consent from the landlord for the leased premises at the property municipally known as 2615 Wharton Glen Avenue, Mississauga, Ontario.

4) To the extent required for an assignment of the lease, consent from the landlord for the leased premises at the property municipally known as 2597 Wharton Glen Avenue, Mississauga, Ontario.

5) To the extent required for an assignment of the lease, consent from the landlord for the leased premises at the property municipally known as 20 Altieri Way, Warwick, Rhode Island 02886.

6) To the extent required for an assignment of the lease, consent from the landlord for the leased premises at the property municipally known as 1506 Bushy Park Road, Goose Creek, South Carolina.

This is **Exhibit "F"** referred to in the

Supplement to the Fourth Affidavit of Scott Davido

sworn before me by video conference
this 28th day of March, 2023

A Commissioner, etc.

Nancy Ann Thompson, a Commissioner, etc.,
Province of Ontario, for Blake, Cassels & Graydon LLP,
Barristers and Solicitors. Expires July 13, 2024.

SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

By and Among

H.I.G. COLORS HOLDINGS INC. AND ITS SUBSIDIARIES

as Sellers

and

PIGMENTS ~~HOLDINGS~~SERVICES, INC.

as Purchaser

Dated as of ~~February 13~~March 28, 2023

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EXHIBITS AND SCHEDULES

Exhibits

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SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of ~~February 13~~March 28, 2023, is made by and among Pigments ~~Holdings~~Services, Inc., a Delaware corporation ("**Purchaser**"), and H.I.G. Colors Holdings Inc., a Delaware corporation ("**Holdings**"), and its direct and indirect Subsidiaries (together, with Holdings, but excluding the Acquired Subsidiaries, "**Sellers**") that are debtors in the US Bankruptcy Cases or the CCAA Proceeding, as applicable. Capitalized terms used herein but not immediately defined shall have the meaning ascribed to them elsewhere in this Agreement.

WHEREAS, on December 20, 2022 (the "**Petition Date**"), Holdings, H.I.G. Colors, Inc., DCL Corporation (BP), LLC, DCL Holdings (USA), Inc., DCL Corporation (USA), LLC, and Dominion Colour Corporation (USA) (the "**US Sellers**") commenced voluntary cases (the "**US Bankruptcy Cases**") under chapter 11 of title 11, United States Code, 11 U.S.C. § 101–1532 (the "**US Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**"), which cases shall be jointly administered;

WHEREAS, on December 20, 2022 (the "**CCAA Filing Date**"), DCL Corporation, a corporation existing under the laws of Ontario, Canada (the "**Canadian Seller**") obtained from the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario (the "**CCAA Court**") an initial order granting the Canadian Seller relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and such proceedings, the "**CCAA Proceeding**");

WHEREAS, Sellers continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the US Bankruptcy Code and pursuant to the CCAA and the terms of the CCAA Initial Order and CCAA Amended and Restated Initial Order;

WHEREAS, Purchaser desires to purchase and assume from Sellers, and Sellers desire to sell, transfer, and assign to Purchaser, pursuant to sections 363 and 365 of the US Bankruptcy Code and section 36 of the CCAA, all of the Purchased Assets and Assumed Liabilities on the terms and subject to the conditions set forth in this Agreement (the "**Sale**");

WHEREAS, Sellers and an Affiliate of Purchaser entered into (i) that certain Asset Purchase Agreement (the "**Original Asset Purchase Agreement**"), dated as of December 21, 2022, and (ii) that certain Amended and Restated Asset Purchase Agreement (the "**First A&R Purchase Agreement**"), dated as of February 13, 2023;

WHEREAS, Sellers and Purchaser now wish to amend and restate in its entirety the ~~Original Asset~~First A&R Purchase Agreement and provide for this Agreement to supersede in its entirety the ~~Original Asset~~First A&R Purchase Agreement, as heretofore amended;

WHEREAS, this Agreement shall not be binding upon Sellers until approved by the CCAA Court and the US Bankruptcy Court; and

WHEREAS, each of the parties has complied, to the extent required pursuant to applicable Law, with the employee consultation obligations in respect of the transaction under

the Works Council Act (*Wet op de ondernemingsraden*) and the SER Merger Code (*SER-besluit Fusiegedragsregels 2015*).

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

Section 1.1 **Certain Definitions**. For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"**503(b)(9) Claims**" means allowed Claims arising under section 503(b)(9) of the US Bankruptcy Code in the Bankruptcy Cases which remain unpaid as of the Closing Date.

"**Accounts Receivables**" means as of the Closing Date, all accounts receivables, trade receivables, notes receivables, and other miscellaneous receivables, whether current or overdue, of any Seller, excluding any such accounts receivables, trade receivables, notes receivables, and other miscellaneous receivables arising out of the Excluded Assets.

"**Acquired Subsidiaries**" means DCL Corporation (NL) B.V. and DCL Corporation (Europe) Limited.

"**Action**" means any complaint, claim, charge, prosecution, indictment, action, suit, arbitration, audit, hearing, litigation, inquiry, investigation or proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought or asserted by any Person or group of Persons or Governmental Authority or conducted or heard by or before any Governmental Authority or any arbitration tribunal.

"**Adequate Assurance Account**" shall have the meaning ascribed to it in any order entered by the US Bankruptcy Cases with respect to adequate assurance under Section 366 of the Bankruptcy Code.

"**Additional Cash Consideration**" means an amount equal to (a) the Required Amount *minus* (b) the amount of Excluded Cash; *provided* that the Additional Cash Consideration shall not be an amount less than zero nor greater than $2,750,000.

"**Affiliate**" of any Person means any other Person who either directly or indirectly through one or more intermediaries is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "**control**" means the 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 securities, partnership interests or by contract, assignment, credit arrangement, as trustee or executor, or otherwise, and the terms "**controls**," "**controlling**" and "**controlled by**" shall have correlative meanings. With respect to Purchaser, the term "**Affiliate**" shall also include its managers or members or similar Persons, and any other

entity controlled by the same managers or members or similar Persons as Purchaser (as the case may be), provided that such term shall not include any portfolio companies or managed accounts.

~~"**Agent**" means Delaware Trust Company, in its capacity as Agent under the Pre-Petition Term Loan.~~

"**Agreement**" has the meaning set forth in the Preamble.

"**Allocation Schedule**" has the meaning set forth in Section 3.2.

"**Alternative Restructuring Proposal**" means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, plan of arrangement, merger, amalgamation, acquisition, consolidation, dissolution, financing proposal, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, plan of compromise or arrangement, share exchange, business combination, or similar transaction or series of transactions involving Sellers or the debt, equity, or other interests in Sellers, in each case, that is inconsistent with or represents an alternative to one or more of the Restructuring Transactions or any part thereof.

"**Anti-Corruption Laws**" means the FCPA, COFPOA, the Criminal Code, and any other applicable anti-corruption Laws.

"**Anti-Money Laundering Laws**" has the meaning specified in Section 5.18(d).

"**ARC**" means the advance ruling certificate issued by the Commissioner of Competition pursuant to Section 102 of the Competition Act with respect to the transaction contemplated under this Agreement.

"**Assigned Claims**" has the meaning specified in Section 7.6(d).

"**Assumed Benefit Plans**" means (i) each Benefit Plan (other than a European Benefit Plan) designated by Purchaser as an Assumed Benefit Plan in a writing to Sellers prior to the Closing Date, (ii) the self-insured short-term disability plan of the Canadian Seller, and (iii) each European Benefit Plan.

"**Assumed DB Liabilities**" has the meaning set forth in Section 7.9(b)(iii).

"**Assumed DB Assets**" has the meaning set forth in Section 7.9(b)(iii).

"**Assumed DC Assets**" has the meaning set forth in Section 7.9(b)(iv).

"**Assumed Liabilities**" has the meaning set forth in Section 2.3.

"**Assumed Tax Liabilities**" means any Taxes that are not Income Taxes.

"**Auction**" has the meaning set forth in the Sale Procedures.

"**Avoidance Actions**" means all claims and causes of action arising under sections 542 through 553 of the US Bankruptcy Code or any analogous state law or section 36.1 of the CCAA, sections 95 to 101 of the BIA or any analogous provincial law.

"**Bankruptcy Cases**" means the US Bankruptcy Cases and the CCAA Proceeding.

"**Bankruptcy Courts**" means the US Bankruptcy Court and the CCAA Court.

"**Bankruptcy-Related Default**" means any default or breach of a Contract that is not entitled to cure under section 365(b)(2) of the US Bankruptcy Code or section 11.3(4) of the CCAA, including a default or breach relating to the filing of the Bankruptcy Cases or the financial condition of Sellers or any default caused by the failure to pay amounts due under a Contract as a result of the filing of the Bankruptcy Cases.

"**Benefit Plans**" means each "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), the Canadian Pension Plans, and all other compensation and benefits plans, policies, trust funds, programs, arrangements or payroll practices, and each stock purchase, stock option, restricted stock, profit sharing, retirement savings, pension, supplemental pension, savings, severance, retention, employment, consulting, commission, change-of-control, collective bargaining, bonus, incentive, deferred compensation, loan, fringe benefit, insurance, welfare, post-retirement health or welfare, health, life, tuition refund, service award, company car, scholarship, relocation, disability, accident, sick pay, sick leave, accrued leave, vacation, holiday, termination, unemployment, restrictive covenant, and other benefit plan, policy, trust fund, program, arrangement or payroll practice, whether or not subject to ERISA (including any related funding mechanism now in effect or required in the future), whether oral or written, funded or unfunded, insured or self-insured, in each case, that is sponsored, established, maintained, contributed to or required to be contributed to by any of the Sellers, or under which any of the Sellers has any current or potential Liabilities in respect of its current or former employees, including current and former directors, officers and independent contractors, but does not include plans established pursuant to statute to the extent that the administration of such plan is outside of Sellers' control.

"**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C 1985, C. B-3, as amended.

"**Bid Deadline**" means the date established by the Sale Procedures for the submission of initial bids at the Auction.

"**Bid Direction Letter**" means the Bid Direction Letter attached hereto as Exhibit B, which may not be amended without Sellers' consent, acting reasonably.

"**Books and Records**" means all books, records, files, advertising materials, customer lists, cost and pricing information, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media or in the cloud) to the extent used in or to the extent relating to the operation of the Business or the ownership of the Purchased Assets, but excluding Sellers' (i) Fundamental Documents and share registers,

stock and minute books, and (ii) any documents protected by any applicable privilege, including attorney-client or attorney work product privilege.

"**Business**" means the business of Sellers and the Acquired Subsidiaries as global manufacturer and reseller of high-performance specialty pigments and dispersions which also provides technical service capability and new product development processes.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of Delaware or the province of Ontario.

"**Business Employee**" means each individual who is a current or former director, officer, employee or individual independent contractor of DCL Corporation (BP), LLC, DCL Holdings (USA), Inc., DCL Corporation (USA), LLC, or the Canadian Seller.

"**Business Employee List**" means the letter provided by Sellers to Purchaser within ten (10) calendar days of the execution and delivery of this Agreement, which letter contains a true and complete list of each individual who is employed by Sellers, together with such individual's title or position, employing entity, work location, full-time or part-time status, accrued vacation, banked overtime, years of credited service, current rate of hourly wage or salary, annual target cash bonus opportunity, any other compensatory entitlements, each Benefit Plan in which he or she participates or is eligible to participate, along with whether they are on a leave of absence and if so, they type of leave and expected return to work date (if known), and, with respect to any non-union employee, whether, to the Knowledge of Sellers, any allegations of workplace sexual harassment or illegal retaliation or discrimination have been proven (either through a workplace investigation or by a Governmental Authority) against the individual.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) and any similar or successor legislation, together with any memoranda or executive orders relating to COVID-19.

"**Canadian Employee**" means each Business Employee who is employed by the Canadian Seller immediately prior to the Closing.

"**Canadian Designated Amount Portion**" has the meaning in the definition of Designated Amount.

"**Canada Pension Plan**" means the Canadian government sponsored pension plan established under an Act to establish a comprehensive program of old age pensions and supplementary benefits in Canada payable to and in respect of contributors (Canada).

"**Canadian Pension Plans**" means the following registered pension plans, as that term is defined in subsection 248(1) of the Tax Act, each of which is administered by one of the Sellers, or to which any of the Sellers is a participating employer: (i) the Salaried DB Plan; (ii) the Hourly DB Plan; (iii) the Salaried DC Plan; and (iv) the Hourly DC Plan.

"**Canadian Professionals**" means (i) counsel for the Canadian Seller, (ii) counsel and financial advisor to the DIP Lenders and (iii) the Monitor and counsel to the Monitor.

"**Canadian Purchased Assets**" means Purchased Assets belonging to DCL Corporation.

"**Canadian Seller**" has the meaning set forth in the Recitals.

"**CCAA**" has the meaning set forth in the Recitals.

"**CCAA Amended and Restated Initial Order**" means an Order of the CCAA Court pursuant to sections 11 and 11.02(2) of the CCAA, amending and restating the CCAA Initial Order and which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**CCAA Cash Pool**" means the amount of $750,000 to be delivered by Sellers to the Monitor from Excluded Cash to be held for the benefit of the estate of the Canadian Seller in the CCAA Proceeding, including any costs for the administration of the CCAA Proceeding.

"**CCAA Court**" has the meaning given to it in the Recitals.

"**CCAA DIP Order**" means the order approving the DIP Facility by the CCAA Court.

"**CCAA Initial Order**" means an Order of the CCAA Court pursuant to sections 11 and 11.02(1) of the CCAA, granting the Canadian Seller relief under the CCAA and which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**CCAA Proceeding**" has the meaning given to it in the Recitals.

"**CCAA Sale Hearing**" means the hearing scheduled by the CCAA Court to approve the Sale of the Canadian Purchased Assets.

"**CCAA Sale Motion**" has the meaning set forth in Section 7.7(b)(i).

"**CCAA Sale Order**" means an Order of the CCAA Court approving the Sale, which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**CCAA Sale Procedures Motion**" has the meaning set forth in Section 7.7(a).

"**CCAA Sale Procedures Order**" means an Order of the CCAA Court approving procedures governing the solicitation of bids for Sellers' assets and business and scheduling an auction and hearing on the Sale, which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**Claim**" has the meaning set forth in section 101(5) of the US Bankruptcy Code or section 2(1) of the CCAA.

"**Closing**" has the meaning set forth in Section 4.1.

"**Closing Date**" means the date on which the Closing occurs.

"**COFPOA**" means the *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34, as amended.

"**Commissioner of Competition**" means the Commissioner of Competition, appointed pursuant to the Competition Act or any Person duly authorized to exercise the powers and perform the duties on behalf of the Commissioner of Competition and shall include the Competition Bureau.

"**Company Benefit Plan**" has the meaning set forth in Section 5.12(a).

"**Competition Act**" means the *Competition Act* (Canada) R.S.C. 1985, c. C-34, as amended, and the regulations promulgated thereunder.

"**Competition Act Clearance**" means that either (a) the Commissioner of Competition shall have issued an ARC to Purchaser in respect of the transactions contemplated by this Agreement, or (b) the applicable waiting period under Section 123 of the Competition Act shall have expired or been terminated or a waiver under subsection 113(c) of the Competition Act shall have been issued by the Commissioner of Competition and, in either case, Purchaser shall have received a No Action Letter in respect of the transactions contemplated by this Agreement.

"**Competition Tribunal**" means the Competition Tribunal established under the *Competition Tribunal Act* (Canada).

"**Conditions Certificates**" ~~has~~ means (i) a certificate signed by a Responsible Officer of Purchaser and addressed to Sellers and the Monitor (in form and substance satisfactory to Sellers and the Monitor, acting reasonably) certifying that the closing conditions set forth in Section ~~9.3(a)~~9.1 and Section ~~9.3(b)~~9.2 have been satisfied or waived and (ii) ~~the~~a certificate ~~to be delivered pursuant to Section 4.2(a)(ii)~~signed by a Responsible Officer of each Seller and addressed to Purchaser and the Monitor (in form and substance satisfactory to Purchaser and the Monitor, acting reasonably) certifying that the closing conditions set forth in Section 9.1 and Section 9.3 have been satisfied or waived.

"**Confidentiality Agreement**" means any confidentiality provision or agreement between or among one or more of the Sellers and Blackstone Alternative Credit Advisors LP, on behalf of its funds and accounts managed, advised or sub-advised by it and its Affiliates.

"**Consent**" means any consent, approval, franchise, order, License, Permit, waiver, authorization, registration, declaration filing, exemption, notice, application, or certification, including all Regulatory Approvals, made with or granted by any Person.

"**Contract**" means any executory contract or Lease, but excluding the Fundamental Documents of any Seller.

"**Copyright Licenses**" means any written agreement granting any right, license, release, covenant not to sue, or non-assertion assurance to or from Seller or any Acquired Subsidiary under any Copyright in connection with the Business.

"**Copyrights**" means all of the following: (i) all copyrights (whether registered or not); all registrations thereof; and all applications in connection therewith, including all registrations, and applications in the United States Copyright Office, the Canadian Intellectual Property Office, or in any similar office or agency of any other Governmental Authority, (ii) all extensions or renewals thereof, and (iii) all moral rights or equivalent rights as recognized under the Laws of any jurisdiction.

"**COVID-19**" means the coronavirus disease 2019.

"**Credit Bid**" has the meaning set forth in Section 3.1.

"**Creditors' Committee**" means the Official Committee of Unsecured Creditors appointed in the US Bankruptcy Cases.

"**Criminal Code**" means the Criminal Code, R.S.C., 1986, c. C-46, as amended.

"**Critical Vendor Agreements**" means the agreements entered into by Sellers in regards to Critical Vendor Claims during the Bankruptcy Cases in accordance with the Critical Vendor Order.

"**Critical Vendor Claims**" means (i) Vendor Claims and Shippers and Warehousemen Claims (both as defined in the Critical Vendor Order in the US Bankruptcy Case) and (ii) claims for goods and services pursuant to paragraph 9 of initial order of the CCAA Proceeding dated December 20, 2022, as amended and restated on December 29, 2022.

"**Critical Vendor Order**" means either the final Order entered in the US Bankruptcy Cases or the final Order entered in the CCAA Proceeding authorizing Sellers to pay Critical Vendor Claims.

"**Cure Costs**" means all cash amounts that, pursuant to section 365 of the US Bankruptcy Code or section 11.3(4) of the CCAA, will be required to be paid as of the Closing Date to cure any monetary defaults on the part of Sellers under the Purchased Contracts, in each case to the extent such Contract was entered into prior to the commencement of the Bankruptcy Cases and as a prerequisite to the assumption of such Purchased Contracts under section 365 of the US Bankruptcy Code or as a prerequisite to the assignment of such Purchased Contracts under section 11.3(1) of the CCAA; *provided, however,* in the case of any Contract, such Contract is executory and, in the case of any Lease, such Lease is unexpired.

"**Debt Financing**" means any debt financing incurred by Purchaser in connection with the transactions contemplated by this Agreement.

"**Deferred Fees**" means any and all accrued and unpaid fees and expenses for the Deferred Professionals for the period from March 18, 2023 through the date of Closing or termination of this Agreement, as applicable and with respect to such Deferred Professionals

(other than the Monitor and its counsel), up to the applicable cumulative amounts in the DIP Budget updated as of the date of this Agreement (or as any such amounts may be amended with the consent of the applicable Deferred Professional and Purchaser) for such period; *provided* that the Deferred Fees of the Monitor and its counsel shall be net of the retainers in the amount of CAD$250,000 held by those persons.

"**Deferred Professionals**" means the Canadian Professionals and the US Professionals.

"**Designated Amount**" means $2,000,000, which shall be utilized solely to conduct an orderly wind-down of Sellers after the Closing, of which $575,000 shall be delivered to the Monitor, on behalf of the Canadian Seller (the "**Canadian Designated Amount Portion**"), and $1,425,000 shall be delivered to the US Sellers; *provided* that in the event the Deferred Fees of the Monitor and its counsel are less than the CAD$250,000 retainers held by them, then the excess of such retainers, after application in accordance with the definition of Deferred Fees, shall be applied to reduce the Canadian Designated Amount Portion and the corresponding aggregate Designated Amount. For the avoidance of doubt, if the reasonable and documented costs incurred by either the US Sellers or the Canadian Seller in connection with the orderly wind-down of applicable Sellers after the Closing and the administration (including any claims reconciliation), closing, conversion or dismissal of the US Bankruptcy Cases and CCAA Proceeding (and any subsequent proceedings), as applicable, are less than the Designated Amount with respect to such Sellers (i) the US Seller shall return (if any) any remaining amounts to Purchaser, and (ii) the Canadian Seller shall transfer any remaining amounts to the CCAA Cash Pool.

"**Designated Location**" means the facilities of the Canadian Seller referenced on Section 1.1 of the Seller Disclosure Schedule.

"**DIP Agent**" means Wells Fargo Bank, National Association, in its capacity as administrative agent under the DIP Credit Agreement.

"**DIP Budget**" has the meaning set forth in the US DIP Order, as such DIP Budget is updated as of the date of this Agreement.

"**DIP Credit Agreement**" means the debtor in possession credit agreement provided in accordance with the terms, and subject to the conditions, set forth thereof and in the DIP Orders, each of which shall be acceptable to Purchaser.

"**DIP Facility**" means the debtor in possession credit facility provided in accordance with the terms, and subject to the conditions, set forth in the DIP Credit Agreement and the DIP Orders, each of which shall be acceptable to Purchaser.

"**DIP Lenders**" means all Persons who are lenders under the DIP Credit Agreement, each in its capacity as such.

"**DIP Orders**" means, together, the US DIP Order and the CCAA DIP Order.

"**Dutch Deed of Transfer**" means the notarial deed of transfer, in substantially the form attached as Exhibit A, to effect the transfer of the Dutch Shares to Purchaser.

"**Dutch Shares**" means six hundred thousand (600,000) ordinary shares in the share capital of DCL Corporation (NL) B.V., with a nominal value of 1 euro (EUR 1) numbered 1 up to and including 600,000.

"**End Date**" has the meaning set forth in Section 10.1(c).

"**Environment**" means the environment or natural environment as defined in any Environmental Laws and includes air, ambient air, all layers of the atmosphere, all water including surface water, groundwater and underground water, all land, land surface soil, subsurface strata, all living organisms and the interacting natural systems, and includes indoor spaces.

"**Environmental Claim**" means any Action, Governmental Order, Lien, fine, written report, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging any Environmental Liability arising out of, based on, or resulting from: (i) the presence, Environmental Release of, or exposure to, any Hazardous Materials; or (ii) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit; or (iii) any other liability arising under Environmental Law or relating to Hazardous Materials.

"**Environmental Laws**" means any applicable Law, any Governmental Order, or binding agreement with any Governmental Authority relating to: (i) pollution or the protection, restoration or remediation of, or prevention of harm to, the Environment and natural resources; (ii) the protection of human health and safety as it pertains to exposure to Hazardous Materials; (iii) the manufacture, processing, registration, distribution, formulation, packaging or labeling of Hazardous Materials or products containing Hazardous Materials; (iv) the transport or handling, use, presence, generation, treatment, incineration, landfilling, milling, storage, disposal, Environmental Release of or exposure to any Hazardous Materials; or (v) recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

"**Environmental Liability**" means any direct, indirect, pending or threatened indebtedness, liability, claim, loss, damage, fine, penalty, cost, expense, deficiency or responsibility, whether known or unknown, arising under or relating to any Environmental Claim, Environmental Law, Environmental Permit, or Environmental Release, whether based on negligence, strict liability or otherwise (including costs and liabilities for investigation, government response, removal, remediation, restoration, abatement, monitoring, personal injury, medical monitoring, monitoring, penalties, contribution, indemnification, injunctive relief, property damage, natural resource damages, court costs, costs of enforcement proceedings or government responses, and reasonable attorneys' fees in connection with each of the foregoing), including (i) any actual or alleged violation of any Environmental Law, (ii) any actual or alleged generation, use, handling, transportation, storage, treatment, disposal, release, or threatened release of, or exposure to, any Hazardous Materials at any facility or location, (iii) any liability arising under Environmental Law relating to, arising from or with respect to any formerly owned, leased, or operated properties or any former, closed, divested, or discontinued business

operations, (iv) any liabilities arising under Environmental Law assumed or retained by contract, operation of law, or otherwise.

"**Environmental Notice**" means any written directive, written notice of violation or infraction, or other written notice with respect to any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"**Environmental Permit**" means any Permit, letter, clearance, Consent, waiver, closure, exemption, decision, or other action required under or issued, granted, given, authorized by, or made pursuant to Environmental Law.

"**Environmental Release**" means any actual or threatened, direct or indirect, release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, spraying, burying, escaping, leaching, dumping, abandonment, disposing, depositing, migrating, incineration, seepage, placement, introduction, or allowing to escape or migrate within, into, through or from the Environment and/or within, into, through or from any Structure, building, facility, or fixture or into or out of any property, whether intentional or unintentional, known or unknown.

"**Equity Securities**" means (i) with respect to any corporation, all shares, interests, participations or other equivalents of capital stock of such corporation (however designated), and any warrants, options or other rights to purchase or acquire any such capital stock and any securities convertible into or exchangeable or exercisable for any such capital stock, (ii) with respect to any partnership, all partnership interests, participations or other equivalents of partnership interests of such partnership (however designated), and any warrants, options or other rights to purchase or acquire any such partnership interests and any securities convertible into or exchangeable or exercisable for any such partnership interests and (iii) with respect to any limited liability company, all limited liability company interests or membership interests, participations or other equivalents of limited liability company interests or membership interests of such limited liability company (however designated), and any warrants, options or other rights to purchase or acquire any such membership interests and any securities convertible into or exchangeable or exercisable for any such membership interests.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder.

"**ERISA Affiliate**" means each entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the IRC or Section 4001(b)(1) of ERISA that includes or included any Seller or any of the Acquired Subsidiaries, or that is, or was at the relevant time, a member of the same "controlled group" as any of the Sellers pursuant to Section 4001(a)(14) of ERISA.

"**ETA**" means *Excise Tax Act* (Canada) R.S.C. 1985, c. E-15.

"**ETA Tax**" means taxes imposed under Part IX of the ETA and sales, use or value-added tax legislation enacted by a Canadian province.

"**European Benefit Plan**" shall mean each Benefit Plan that is maintained or sponsored exclusively by one or more of the Acquired Subsidiaries.

"**European Employee**" shall mean each individual who is a director, officer, employee or individual independent contractor actively employed by the Acquired Subsidiaries immediately prior to the Closing.

"**EX-IM Laws**" means all applicable U.S., Canadian and foreign Laws relating to export, reexport, transfer, and import controls, including, without limitation, (a) EAR, ITAR, the customs and import Laws administered by U.S. Customs and Border Protection, (b) the Export and Import Permits Act., the Customs Act, the Defence Production Act, the Department of Public Works and Government Services Act, including all regulations thereunder, the Export Control List, Area Control List, Brokering Control List, and the Controlled Goods Regulations, and the customs and import Laws administered by the Canada Border Services Agency and Global Affairs Canada.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder.

"**Excluded Assets**" has the meaning set forth in Section 2.2.

"**Excluded Avoidance Actions**" means (a) any Avoidance Actions against the Sellers' Chief Executive Officer arising from payments listed on the US Sellers' Schedules of Assets and Liabilities and Statements of Financial Affairs filed prior to the date hereof and (b) any Avoidance Actions against the Transferred Employees or Sellers' vendors or customers.

"**Excluded Benefit Plan**" means each Benefit Plan that is not an Assumed Benefit Plan.

"**Excluded Cash**" means all cash held by the Sellers ~~at~~as of immediately prior to the Closing, including cash drawn by Sellers under the DIP Facility at the Closing (but excluding amounts held in the Adequate Assurance Account); *provided* that Excluded Cash shall not exceed the Required Amount; *provided, further,* that for purposes of clarity, Excluded Cash will not include the Deferred Fees or Additional Cash Consideration.

"**Excluded Employee**" means (i) each Business Employee who is primarily employed at the Designated Location, (ii) each Retention Eligible Employee identified as an Excluded Employee in writing to Sellers prior to the earlier of (x) ten (10) days immediately prior to the Closing Date, and (y) March 17, 2023, and (iii) each non-union Business Employee against whom there are pending allegations of workplace sexual harassment or illegal retaliation or discrimination that Purchaser reasonably believe have merit after discussions with Sellers' human resources department, unless otherwise determined by Purchaser in its sole discretion.

"**Excluded Employee Liabilities**" means (a) any and all Liabilities, and any and all other payments, compensation, commissions, benefits, bonuses, vacation and entitlements that Sellers owe or are obligated to provide, whether prior to, on or following the Closing, in each case, with respect to any Business Employee (or any of their respective covered dependents, beneficiaries and estates), in connection with any such individual's employment with and/or engagement by Sellers, and, with respect to any Business Employees who are not Transferred Employees, the

termination of their employment, including, without limitation, any and all entitlements to notice of termination, severance (whether statutory or contractual), damages for wrongful dismissal, or other Liabilities arising out of the termination of employment or service with Sellers and their respective Subsidiaries and Affiliates (other than any pay in lieu of notice, termination pay, severance pay or similar amount, in each case, that is required to be paid by applicable Law to a Retention Eligible Employee who does not receive an Offer and who is terminated by Sellers on or about the Closing Date), and (b) any and all Liabilities, payments, costs, expenses or disbursements which arise under or relates to any Benefit Plan (other than Liabilities that are Assumed Liabilities pursuant to Section 2.3(j)); *provided, however,* that Excluded Employee Liabilities shall not include any (i) Liabilities for wages and salaries, vacation and other time-off and commissions accrued prior to the Closing, but unpaid in the ordinary course of business in respect of service by a Business Employee after the last day covered by the last regularly scheduled payroll date of Sellers and their respective Affiliates and Subsidiaries to occur on or prior to the Closing Date and any payroll taxes associated therewith, or (ii) Liabilities with respect to Business Employees in Canada that are assumed by Purchaser by operation of labour relations and minimum employment standards Laws.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**Exit Costs**" means the amount of 503(b)(9) Claims.

"**FCPA**" has the meaning set forth in Section 5.18(b).

"**Filing Date**" shall mean (i) the Petition Date in respect of the US Sellers and (ii) the CCAA Filing Date in respect of the Canadian Seller.

"**Financial Assurance**" means the letters of credit issued by HSBC Bank Canada in favor of (i) the Ontario Ministry of the Environment and Climate Change in the amount of CAD$371,058 as required by Certificate of Property Use No. 3643-99WJAH for the Designated Location and (ii) the Town of Ajax in the amount of CAD$11,283 as required by the Amending Site Plan Agreement dated October 23, 2012 and registered on title to the Designated Location as instrument no. DR1137039) between the Corporation of the Town of Ajax and the Canadian Seller for the Designated Location.

~~"**Forecasted Availability**" means projected Excess Availability on or about the Closing Date as set forth in the budget prepared in accordance with the terms of the DIP Credit Agreement.~~

"**FSRA**" means the Financial Services Regulatory Authority of Ontario.

"**Fundamental Documents**" means the documents of a Person (other than a natural person) by which such Person establishes its legal existence or which govern its internal affairs. For example, the Fundamental Documents of a corporation would be its articles, charter, bylaws and unanimous shareholders' agreements, if any, and the Fundamental Documents of a limited liability company would be its certificate of formation and limited liability company agreement or operating agreement.

"**Fundamental Representations**" means (i) with respect to Sellers and the Acquired Subsidiaries, the representations and warranties contained in Section 5.1 (Organization, Standing and Corporate Power), Section 5.3(a) (Authority; Noncontravention), Section 5.4(a) (Capitalization of Acquired Subsidiaries), and Section 5.16 (No Brokers), and (ii) with respect to Purchaser, the representations and warranties contained in Section 6.1 (Corporate Existence and Qualification), Section 6.2 (Corporate Power, Authorization, Enforceable Obligations), and Section 6.5 (No Brokers).

"**Funding Arrangements**" means a trust agreement or other funding arrangement established in respect of any of the Canadian Pension Plans or in respect of the Purchaser's Plan, as the context requires.

"**GAAP**" means generally accepted accounting principles in the United States.

"**General Intangibles**" means all intangible assets now owned by any Seller, including all right, title and interest that such Seller may now or hereafter have in or under any Contract, all payment intangibles, interest in business associations, Licenses, Permits, uncertificated securities, checking and other bank accounts, rights to receive Tax refunds (to the extent assignable under Law) and other payments, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged Equity Securities and investment property, and rights of indemnification.

"**Governmental Authority**" shall mean any (i) nation, state, province, tribal, county, city, municipality, town, village, district, or other jurisdiction of any nature; (ii) federal, state, local, provincial, regional, municipal, foreign, local or other government; (iii) governmental or quasi-governmental authority of any nature (including any government agency, ministry, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or Taxing Authority or power of any nature.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority, including, but not limited to, any order, writ, judgment, decree, stipulation, determination, award or guideline issued by a Governmental Authority restricting business operations.

"**Hazardous Materials**" means any (i) constituent, material, substance, chemical, or waste (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, explosive, corrosive, flammable, infectious, toxic, carcinogenic, mutagenic, radioactive, dangerous, a pollutant, a contaminant, or words of similar meaning or effect under any Environmental Law, (ii) substance that requires removal or remediation under any Environmental Law, (iii) substance that can give rise to liability under any Environmental Law or the presence of which requires investigation, clean up, removal, abatement, remediation or other corrective or remedial action under any Environmental Laws, and (iv) petroleum or petroleum by-products, asbestos or asbestos-containing materials or products, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, chlorinated solvents, polyvinyl chloride, radioactive materials, lead-based paints or materials, radon, flammable substances, explosives, toxic mold, and including the contaminants in respect

of site condition standards that have been established under Records of Site Condition – Part XV.1 of the Environmental Protection Act (Ontario Regulation 153/04) and all other similar or analogous legislation of a Governmental Authority.

"**Holdings**" has the meaning set forth in the Preamble.

"**Hourly DB Plan**" means the DCL Corporation Hourly Pension Plan registered under the PBA and the Tax Act with registration number 0401455.

"**Hourly DC Plan**" means the Dominion Colour Corporation Hourly Pension Plan registered under the PBA and the Tax Act with registration number 1166354.

"**Incidental License**" means any (i) permitted use right to confidential information in a non-disclosure agreement entered into in the ordinary course of business; (ii) non-exclusive license to commercially-available software, including all shrink-wrap and click-wrap licenses or other generally commercially available license with annual payments of less than $100,000, and (iii) non-exclusive license that is not material to the Business and merely incidental to the transaction contemplated in the agreement, the commercial purpose of which is primarily for something other than such license, such as any: (A) agreement for the sale of advertising; (B) sales or marketing or similar agreement that includes a license to use Trademarks or Copyrights for the purposes of promoting the products and services of the Business and (C) vendor agreement that includes permission for the vendor to identify the Business as a customer of the vendor.

"**Income Taxes**" means Taxes imposed on, or measured by, income or profits, including franchise taxes imposed in lieu of income tax.

"**Indebtedness**" shall mean, with respect to any Person, without duplication:

(a) obligations of such Person for borrowed money, or otherwise evidenced by bonds, debentures, notes or similar instruments;

(b) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person, other than any such obligation made in the ordinary course of business;

(c) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person to creditors for raw materials, Inventory, services and supplies incurred in the ordinary course of such Person's business);

(d) all obligations of such Person under leases that have been or should be treated, in accordance with GAAP, as capitalized lease obligations of such Person;

(e) all obligations of others secured by any Lien on property or assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, other than any such obligation made in the ordinary course of business;

(f) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof);

(g) all letters of credit issued for the account of such Person (excluding letters of credit issued for the benefit of suppliers to support accounts payable to suppliers incurred in the ordinary course of business); and

(h) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person.

"**Indemnification Claims**" means claims for indemnification of any present or former officer, director, employee, partner or member of any Seller whether arising under a Seller's Fundamental Documents or any Contract arising prior to the Closing Date.

"**Instruments**" means all "instruments," as such term is defined in the UCC, now owned or hereafter acquired by any Seller, wherever located, and, in any event, including all certificated securities, all certificates of deposit, and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, chattel paper.

"**Intellectual Property**" means any and all Patents, Copyrights, Trademarks, Trade Secrets, methods, processes, know how, internet domain names, social media accounts, and other intellectual property or industrial or intangible rights, all goodwill associated therewith, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"**Intellectual Property Agreements**" means all Copyright Licenses, Patent Licenses, and Trademark Licenses and all other agreements granting any right, license, release, covenant not to sue, or non-assertion assurance to or from Seller or any Acquired Subsidiary with respect to any Intellectual Property used in connection with the Business (expressly excluding, in each instance, Incidental Licenses).

"**Inventory**" means all "inventory," as such term is defined in the UCC, now owned or hereafter acquired by any Seller, wherever located, and, without limiting the foregoing, all (i) inventory, (ii) merchandise, (iii) goods and other personal property, (iv) raw materials, work or construction in process, (v) finished goods, returned goods, or materials or supplies of any kind, nature or description and (vi) products, equipment, and appliances, whether owned or on order, including all embedded software.

"**Investment Canada Act**" means the Investment Canada Act (Canada), R.S.C. 1985, c. 28 (1st Supp), as amended, and the regulations promulgated thereunder.

"**IRC**" means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"**IRS**" means the U.S. Internal Revenue Service.

"**Knowledge of Sellers**" means the actual knowledge after reasonable inquiry of the individuals identified in Section 1.1(b) of the Seller Disclosure Schedule.

"**Laws**" means any federal, state, provincial, local or municipal (or any subdivision of any of them), foreign, international or supranational law (including common law), statute, treaty, ordinance, rule, regulation, by-law, Order, code, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Authority.

"**Leased Real Estate**" has the meaning set forth in Section 5.6(c).

"**Leases**" means each unexpired lease of real or personal property leased, licensed or otherwise granted to Sellers or the Acquired Subsidiaries.

"**Liabilities**" means any and all debts, losses, liabilities, claims, damages, fines, costs, royalties, proceedings, deficiencies or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due and any out-of-pocket costs and expenses (including reasonable attorneys', accountants' or other fees and expenses).

"**License**" means any licenses, franchises, Consents, approvals and any Permits, including Permits of or registrations with any Governmental Authority; but expressly excluding any license or sublicense of Intellectual Property.

"**License Approvals**" shall have the meaning set forth in Section 7.12.

"**Liens**" means any mortgage, pledge, hypothecation, security interest (whether contractual, statutory or otherwise), charge, trust (including any statutory, deemed or constructive trust), encumbrance, easement, license, encroachment, servitude, Consent, option, lien, put or call right, right of first refusal, voting right, charge, lease, long-lease (*in Dutch: erfpacht*), sublease, right to possession, adverse ownership claim or other restrictions or encumbrances of any nature whatsoever.

"**Material Adverse Effect**" means any fact, condition, change, violation, inaccuracy, circumstance, effect, event, or occurrence that individually or in the aggregate has had, or would be reasonably likely to have, a material adverse change in or material adverse effect on the Purchased Assets or the Business (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding (i) any change or effect to the extent that it results from or arises out of (a) the filing and pendency of the Bankruptcy Cases or the financial condition of Sellers; (b) the execution and delivery of this Agreement or the announcement thereof or consummation of the transactions contemplated hereby; (c) changes in (or proposals to change) Law, generally accepted accounting principles, or other accounting regulations or principles; or (d) any action contemplated by this Agreement or taken by Sellers at the request of, or with the consent of, Purchaser; (ii) any change or effect generally applicable to (a) the industries and markets in which Sellers operate or (b) economic or political conditions or the securities or financial markets in any country or region; (iii) any outbreak or escalation of hostilities or war or any act of terrorism; (iv) any occurrence, threat, or effects of a disease outbreak, epidemic, pandemic, or similar widespread public health concern, which results in recommendations or mandates or Governmental Order from Governmental Authorities to reduce

travel, avoid large gatherings, self-quarantine, or extended shutdown of certain businesses, including any recommendations or mandates on levels or types of recreational or business activities that Sellers may hold at their locations due to the ongoing COVID-19 pandemic; (v) any objections in the US Bankruptcy Court or the CCAA Court to (a) this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, (b) the reorganization of Sellers and any related plan of reorganization or disclosure statement, or (c) the Sale Motions, Sale Procedures Orders or Sale Orders; (vi) the assumption or rejection of any Purchased Contract or Leased Real Estate; and (vii) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions.

"**Material Contract**" and "**Material Contracts**" has the meaning set forth in Section 5.10(a).

"**Monitor**" means Alvarez & Marsal Canada Inc., or such other court-appointed monitor of the Canadian Seller in the CCAA Proceeding.

"**Monitor's Certificate**" means the certificate issued by the Monitor, in substantially the form attached to the CCAA Sale Order, certifying that ~~all conditions of Closing in favor of the Canadian Seller have been satisfied by Purchaser or waived by the Canadian Seller~~the Monitor has received the Conditions Certificates, the CCAA Cash Pool and the Canadian Designated Amount Portion.

"**Multiemployer Plan**" means each Benefit Plan that is a "multiemployer plan" as defined in Section 3(37) or 4001(a)(3) of ERISA, Section 414(f) of the IRC, or a "multi-employer pension plan" pursuant to subsection 147.1 of the Tax Act, subsection 1(3) of the PBA or as such similar terms are defined in similar pension standards legislation of Canada or a province.

"**No Action Letter**" means a communication in writing from the Commissioner of Competition advising that he does not, at that time, intend to make an application to the Competition Tribunal under Section 92 of the Competition Act in respect of the transactions contemplated by this Agreement.

"**Order**" means any judgment, order, administrative order, writ, stipulation, injunction (whether permanent or temporary), award, decree or similar legal restraint of, or binding settlement having the same effect with, any governmental Action.

"**Owned Real Property**" has the meaning set forth in Section 5.6(d).

"**Partially Transferred Canadian Pension Plan**" has the meaning set forth in Section 7.9(b)(i).

"**Patent Licenses**" means all written agreements providing for the grant by or to a Seller of any right, license, release, covenant not to sue, or non-assertion assurance to or from Seller or any Acquired Subsidiary under any Patent, including the right to manufacture, make, have made, use or sell, offer for sale or otherwise exploit any invention covered in whole or in part by a Patent, in connection with the Business.

"**Patents**" means all of the following: (a) all letters patent, patents and patent rights, including those relating to utility patents, design patents, industrial designs or any other protectable subject matter, of the United States, Canada or of any other country, and all applications in connection therewith in the United States Patent and Trademark Office, Canadian Intellectual Property Office or in any similar office or agency of the United States, Canada, or any other country; (b) all reissues, continuations, continuations-in-part, divisionals, reexaminations or extensions thereof; and (c) all foreign equivalents to those patents or applications subsequently filed in any jurisdiction.

"**PBA**" means the Pension Benefits Act (Ontario) and regulations thereunder.

"**PBA Reg 310/13**" means Ontario Regulation 310/13 made pursuant to the PBA.

"**Permits**" means all approvals, authorizations, certificates, consents, franchises, variances, licenses, and permits issued by any Governmental Authority (including all applications, renewal applications, or documents filed, or fees paid, in connection therewith).

"**Permitted Liens**" means: (i) statutory Liens for current and future property Taxes, assessments or other similar governmental charges, including water and sewage charges, not yet due and payable, or being contested in good faith and for which adequate reserves have been taken in accordance with GAAP; (ii) present and future zoning, building codes and other land use Laws regulating the use or occupancy of any Owned Real Property or Leased Real Estate or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such Owned Real Property or Leased Real Estate which are not violated by the current use or occupancy of such Owned Real Property or Leased Real Estate, where such violation would reasonably be expected to have a Material Adverse Effect on the Business; and (iii) easements, covenants, conditions, restrictions and other similar matters affecting title to such Owned Real Property or Leased Real Estate and other title encumbrances which encumber the Owned Real Property or Leased Real Estate (as applicable) as of the date hereof and which do not, individually or in the aggregate, materially impair the use, occupancy, maintenance, repair or development of such Owned Real Property or Leased Real Estate or the operation of the Business where such impairment would have a Material Adverse Effect on the Business; and (iv) Liens securing Indebtedness.

"**Person**" shall be construed broadly and means any individual, partnership, limited partnership, corporation, limited liability company, association, joint stock company, estate, trust, joint venture, unincorporated organization, other entity, or a Governmental Authority.

"**Petition Date**" has the meaning given to it in the Recitals.

"**PHI Stock**" means 500,000 shares of common stock of Pigments Holdings, Inc.

"**Pre-Petition Term Lenders**" means the lenders under the Pre-Petition Term Loan.

"**Pre-Petition Term Loan**" means that certain Credit Agreement, dated as of April 6, 2018 (as previously amended, amended and restated, supplemented, or otherwise modified, and as may be further amended, modified or supplemented from time to time), by and among H.I.G. Colors, Inc., the Canadian Seller (f/k/a Dominion Colour Corporation), DCL Holdings (USA),

Inc. (f/k/a Lansco Holdings Inc.), as borrowers, the guarantors named therein, Delaware Trust Company, as administrative agent, and the lender parties thereto.

"**Pre-Petition Term Loan Obligations**" means the loans and other "Obligations" (as defined in the Pre-Petition Term Loan) under the Pre-Petition Term Loan.

"Preserve" means any action necessary to preserve, maintain, or otherwise protect any assets being sold or assigned pursuant to this Agreement, including, but not limited to, actions necessary to notice and/or pursue all insurance proceeds of Policy Number MPL 0156209-04, issued by Zurich-American Insurance Company to H.I.G. Colors Holdings, Inc.

"**Professional Fees and Expenses**" means the reasonable and documented fees and expenses accrued and unpaid by Sellers' and Purchaser's professionals ~~as of the Closing Date~~through March 18, 2023 in accordance with the DIP Budget ~~(as defined in the US DIP Order)~~, *less* amounts held as retainers by such professionals not previously applied.

"**Purchase Price**" has the meaning set forth in Section 3.1.

"**Purchased Assets**" has the meaning set forth in Section 2.1.

"**Purchased Contracts**" means all Contracts designated by Purchaser to be assumed and assigned pursuant to Section 2.5.

"**Purchaser**" has the meaning set forth in the Preamble.

"**Purchaser Advisors**" means the equity holders, current and prospective leverage providers, current and prospective limited partners and investors, officers, employees, attorneys, financial advisors, Affiliates and other representatives of Purchaser.

"**Quebec Pension Plan**" means the government sponsored pension plan established under the Act Respecting the Quebec Pension Plan (Quebec).

"**Rate of Return**" has the meaning set forth in Section 7.9(a)(iv).

"**Registered Intellectual Property**" has the meaning set forth in Section 5.8(c).

"**Regulatory Approvals**" means the Competition Act Clearance (if required) and all Consents and other authorizations reasonably required to be obtained from, or any filings required to be made with, any Governmental Authority that are necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents.

"**Rejection Damages Claims**" means all claims arising from or related to the rejection of a Contract under section 365 of the US Bankruptcy Code or the disclaimer of a Contract under section 32 of the CCAA, including any administrative expense claims arising from the rejection or disclaimer of Contracts previously assumed, unless such Contract is a Purchased Contract.

"**Replacement Financial Assurance**" has the meaning set forth in Section 7.14.

"**Representatives**" has the meaning specified in Section 7.6(d).

"**Required Amount**" means an amount equal to (a) the Professional Fees and Expenses, plus (b) the Designated Amount, plus (c) the CCAA Cash Pool.

"**Responsible Officer**" means, with respect to any Person, the chief restructuring officer, chief executive officer, president, chief operating officer, chief financial officer, controller and chief accounting officer, vice president of finance or treasurer of such Person.

"**Restructuring Transaction**" means a sale of Sellers' assets and business pursuant to section 363 of the US Bankruptcy Code and/or section 36 of the CCAA in the Bankruptcy Cases.

"**Retention Eligible Employee**" means each non-union Business Employee who is (i) an officer of Holdings or any of its Subsidiaries, or (ii) scheduled on Section 1.1 of the Seller Disclosure Schedule, as supplemented in accordance with the Original Asset Purchase Agreement.

"**Salaried DB Plan**" means the DCL Corporation Salaried Pension Plan registered under the PBA and the Tax Act with registration number 0989616.

"**Salaried DC Plan**" means the Pension Plan for the Employees of Dominion Colour Corporation registered under the PBA and the Tax Act with registration number 1141860.

"**Sale**" has the meaning set forth in the Recitals.

"**Sale Motions**" means, together, the CCAA Sale Motion and the US Sale Motion.

"**Sale Orders**" means, together, the CCAA Sale Order and the US Sale Order.

"**Sale Procedures**" means the bidding procedures governing the Sale, in substantially the form attached as Exhibit C.

"**Sale Procedures Orders**" means, together, the CCAA Sale Procedures Order and the US Sale Procedures Order.

"**Sanctioned Person**" means, at any time, (a) any Person listed in any sanctions-related list of designated Persons maintained by any applicable Governmental Authority, including the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or the Government of Canada including Global Affairs Canada, (b) any Person operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions or any Sanctions-related list or (c) any Person owned or Controlled by any such Person described in the foregoing clauses (a) or (b).

"**Sanctions**" means any applicable trade or economic sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the Minister of Foreign Affairs, Global Affairs Canada, the Canada Border Services Agency, the Royal Canadian Mounted Police, the Public Prosecution Service of Canada, the

United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Select Assumed Liabilities**" means the Assumed Liabilities set forth in Section 2.3(c) (solely with respect to Cure Costs, but not obligations to provide adequate assurances), Section 2.3(e), Section 2.3(f), Section 2.3(j) (solely with respect to accrued and unpaid contribution amounts with respect to the Canadian Pension Plans that are assigned to Purchaser as of the Closing Date), and Section 2.3(n) (to the extent accrued but unpaid as of the Closing Date).

"**Selected Courts**" has the meaning set forth in Section 12.2(a).

"**Seller Disclosure Schedule**" has the meaning set forth in ARTICLE V.

"**Seller Representatives**" means Sellers' directors, officers, employees, advisors, attorneys, accountants, consultants, financial advisors, bankers, or other agents or representatives.

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

"**Statement of Investment Policies and Procedures**" means the statement filed with FSRA pursuant to the PBA by Sellers in respect of a Canadian Pension Plan.

"**Structures**" means, collectively, buildings, structures, and fixtures on, and other improvements to, the Owned Real Property or Leased Real Estate.

"**Subsidiary**" or "**Subsidiaries**" means for any Person, any other Person or Persons of which a majority of the outstanding voting Equity Securities are owned, directly or indirectly, by such first Person.

"**Tax**" or "**Taxes**" means, whether disputed or not, (i) any federal, state, provincial, county, local or foreign taxes, charges, fees, levies or other assessments, including all net income, gross income, sales and use, goods and services (including all ETA Tax and Quebec sales tax), service, use, ad valorem, transfer, gains, profits, excise, franchise, real and personal property, gross receipts, value added, capital stock, capital gains, windfall profits, escheat, unclaimed or abandoned property, production, business and occupation, disability, employment, payroll, license, estimated, stamp, custom duties, severance, unemployment, lease, recording registration, social security (or similar, including Canada Pension Plan contributions, employment insurance premiums and Quebec Pension Plan premiums), Medicare, alternative or add-on minimum, net worth, documentary, intangibles, conveyancing, environmental, premium, or withholding (including backup withholding) taxes, impost or charges or other compulsory payments imposed by any Governmental Authority, whether disputed or not, and includes any interest and penalties (civil or criminal) on or additions to any such taxes and (ii) liability for items in (i) of any other Person by Contract, operation of Law (including Treasury Regulation §1.1502-6) or otherwise.

"**Tax Act**" means the Income Tax Act (Canada) and the regulations thereunder.

"**Tax Proceeding**" has the meaning set forth in Section 8.3.

"**Tax Returns**" means any return, report, election, declaration, statement, information return, schedule, or other document (including any related or supporting information) filed or required to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of any Taxes or the administration of any Laws, regulations or administrative requirements relating to any Taxes or any amendment thereof.

"**Taxing Authority**" means, with respect to any Tax, a Governmental Authority that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity, including any Governmental Authority that imposes, or is charged with collecting, social security or similar charges or premiums.

"**Term Agent**" means Delaware Trust Company, in its capacity as Agent under the Pre-Petition Term Loan.

"**Trade Secrets**" means all confidential and proprietary information used in the Business for commercial advantage and not generally known or reasonably ascertainable by any unauthorized Person, including know-how, trade secrets, manufacturing and production processes and techniques, research and development information, databases and data, including technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information.

"**Trademark Licenses**" means any written agreement providing for the grant of any right, license, release, covenant not to sue, or non-assertion assurance to or from Seller or any Acquired Subsidiary to use any Trademark in connection with the Business.

"**Trademarks**" means all of the following: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, slogans, brand names, and other source or identifiers (whether registered or unregistered), and all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, Canadian Intellectual Property Office or in any similar office or agency of the United States, Canada, any state, province or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions, foreign equivalents or renewals thereof; and (iii) all goodwill of the Business associated with or symbolized by any of the foregoing.

"**Transaction Documents**" means this Agreement and any other agreements, documents and instruments to be executed and delivered pursuant to this Agreement.

"**Transfer Taxes**" has the meaning set forth in Section 8.2.

"**Transferred Employee**" means (i) each non-union Canadian Employee or US Employee who (A) has received an Offer from Purchaser or any of its Affiliates in accordance with Section 7.8(a) below, (B) accepts such Offer, and (C) commences employment with

Purchaser and its Affiliates on or promptly following the Closing Date, (ii) each unionized Canadian Employee, other than a unionized Canadian Employee who is primarily employed at the Designated Location, and (iii) each European Employee.

"**Transferred Pension Plan Participants**" has the meaning set forth in Section 7.9(b)(ii).

"**Treasury Regulations**" means one or more Treasury regulations promulgated under the IRC by the Treasury Department of the United States.

"**Trust**" means a trust to be established prior to the Sale solely for the benefit of those vendors, shippers, suppliers, and/or warehouseman identified in the trust agreement governing such trust, which shall be in form and substance reasonably acceptable to Purchaser and the Creditors' Committee and which form of such agreement shall be filed prior to the objection deadline to the US Sale Motion. Such trust agreement will require, among other things, that (i) any beneficiary of the Trust waive any claims in the US Bankruptcy Cases; (ii) a creditor representative be appointed solely by the Creditors' Committee prior to the Sale that will control and administer the trust; and (iii) neither the Purchaser nor the DIP Lender will be eligible to receive any proceeds of the Trust. For the avoidance of doubt, the Trust will only benefit those creditors specifically provided for in such trust agreement.

"**UCC**" means the Uniform Commercial Code.

"**UK Shares**" means the entire issued share capital of DCL Corporation (Europe) Limited, being 1,467,591 ordinary shares of £1.00 each.

"**US Bankruptcy Cases**" has the meaning set forth in the Recitals.

"**US Bankruptcy Code**" has the meaning set forth in the Recitals.

"**US Bankruptcy Court**" has the meaning set forth in the Recitals.

"**US DIP Order**" means the interim Order or final Order, as then applicable, authorizing post-petition debtor-in-possession financing or the use of cash collateral to be entered by the US Bankruptcy Court.

"**US Employee**" means each Business Employee who is actively employed by DCL Corporation (BP), LLC, DCL Holdings (USA), Inc. or DCL Corporation (USA), LLC immediately prior to the Closing.

"**US Professionals**" means (i) counsel for the US Sellers, (ii) financial advisor to Sellers, (iii) counsel for the Creditors' Committee, and (iv) financial advisor to the Creditors' Committee.

"**US Purchased Assets**" means Purchased Assets belonging to the US Sellers.

"**US Sale Hearing**" means the hearing scheduled by the US Bankruptcy Court to approve the Sale of the US Purchased Assets.

"**US Sale Motion**" has the meaning set forth in Section 7.7(a).

"**US Sale Order**" means an Order of the US Bankruptcy Court approving the Sale of the US Purchased Assets, which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**US Sale Procedures Hearing**" means the hearing scheduled by the US Bankruptcy Court to approve the Sale Procedures.

"**US Sale Procedures Order**" means an Order of the US Bankruptcy Court approving procedures governing the solicitation of bids for the US Sellers' assets and business and scheduling an auction and hearing on the Sale of the US Purchased Assets, which shall be in form and substance acceptable to Purchaser in its discretion, acting reasonably.

"**US Sellers**" has the meaning set forth in the Recitals.

"**Utility Services**" means water, sewer service, electricity, waste disposal, natural gas, and other similar services from utility providers or their brokers.

Section 1.2 Schedules. References to this Agreement shall include any Exhibits, Schedules and Recitals to this Agreement and references to Sections, Exhibits and Schedules are to Sections of, Exhibits to and Schedules to, this Agreement.

Section 1.3 Information. References to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

Section 1.4 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context otherwise requires. The word "or" shall not be deemed to be exclusive. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not mean simply "if." All terms defined in this Agreement shall have the defined meaning when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. References in this Agreement to specific Laws or to specific provisions of Laws shall include all rules and regulations promulgated thereunder. All Exhibits and schedules annexed to this Agreement or referred to in this Agreement are incorporated in and made a part of this Agreement as if set forth in full in this Agreement. References to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms

of this Agreement and such Contract. Each of the parties to this Agreement has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties to this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

ARTICLE II
PURCHASED SALE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 **Purchase, Sale, and/or Assignment of Assets**. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall (or shall cause its designated Affiliate or Affiliates to) purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser (or its designated Affiliate or Affiliates), pursuant to and in accordance with the Sale Orders, all of Sellers' right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than Permitted Liens), Claims and interests, other than the Assumed Liabilities. "**Purchased Assets**" means all of Sellers' assets (other than the Excluded Assets, even if such asset is listed in this Section 2.1), including:

(a) all cash, cash equivalents, prepayments (including all prepayments made to third party vendors), deferred assets, refunds, credits or overpayments, except for the Excluded Cash, the Adequate Assurance Account, the Deferred Fees and the Additional Cash Consideration;

(b) all Equity Securities in the Acquired Subsidiaries (including, for the avoidance of doubt, the Dutch Shares and the UK Shares);

(c) all Owned Real Property;

(d) all Accounts Receivables;

(e) all Inventory;

(f) to the extent transferable, all insurance policies of Sellers and any claims thereunder to the extent such policies relate to the operation of the Business or to any Assumed Liabilities, except for coverage and proceeds for any claims relating to or arising prior to the Closing Date, excluding any directors and officers insurance policy;

(g) all Leased Real Estate (and Leases thereof) and all Purchased Contracts; *provided*, that Leased Real Estate shall not be subject to exclusion pursuant to Section 2.2 or Section 2.5;

(h) any security deposits held by counterparties to the Purchased Contracts;

(i) all furniture, fixtures, equipment, marketing materials and other personal property used or usable in the operations of the Business, including, to the extent transferable, all rights to any software used in any computer equipment;

(j) all merchandise and other personal property used or usable in the Business;

(k) all amounts withheld by Sellers and their respective Subsidiaries prior to the Closing from the compensation payable to any Business Employee that is required by the terms of any Benefit Plan or applicable Law that has not, as of the Closing Date, been transferred as required by applicable Law or contributed to such Benefit Plan or the trust maintained in respect of such Benefit Plan;

(l) all assets of, or set aside in respect of, any Assumed Benefit Plans to the extent related to Liabilities assumed pursuant to Section 2.3(j);

(m) to the extent transferable pursuant to applicable law, all Licenses and Permits required for Sellers to conduct the Business as currently conducted or for the ownership, operation, use, maintenance, or repair of any of the Purchased Assets;

(n) all Books and Records (including Tax records and Tax Returns) (provided that Sellers may retain copies of Books and Records);

(o) all (i) Intellectual Property owned by any Seller and used or held for use in connection with the Business; (ii) Intellectual Property Agreements; and (iii) Incidental Licenses;

(p) all General Intangibles associated with the Business;

(q) all guarantees, representations, warranties, and indemnities associated with the operation of the business, including in respect of any Assumed Liabilities;

(r) subject to Section 7.6(d) and Section 2.1(u), all past, present, and future claims and causes of action whatsoever, including, but not limited to, Avoidance Actions and the proceeds thereof, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of Taxes) other than counterclaims and defenses related to Excluded Assets; for avoidance of doubt, these claims include, but are not limited to, all claims against equity holders, insiders, and sponsors of the Sellers, in addition to claims against the Sellers' current and former officers and directors;

(s) all prepayments, deposits, deferred assets, rights to refunds (including pre- and post-bankruptcy rights to Tax refunds), credits, rights to recover overpayments or other receivables, other than those related to Excluded Assets;

(t) all rights with respect to proofs of claim filed by or on behalf of any Seller in any bankruptcy, insolvency or restructuring case or proceeding other than the Bankruptcy Cases; and

(u) all of Sellers' rights and interests (free and clear of restrictions, conditions, or limitations, if any, in any of the organizational documents governing such rights and interests) to Preserve and prosecute past, present, and future claims and causes of action set forth in Section 2.1(r).

Solely with respect to the Dutch Shares, the Canadian Seller hereby sells to Purchaser and Purchaser hereby purchases such Dutch Shares free and clear of all Liens (other than Permitted Liens), subject to the terms and subject to the conditions set forth in this Agreement and any orders necessary to consummate the Closing. Subject to the terms and subject to the conditions set forth in this Agreement and any orders necessary to consummate the Closing, the Canadian Seller shall transfer the Dutch Shares on the Closing Date, free and clear of all Liens (other than Permitted Liens) and together with all right attached to the Dutch Shares to Purchaser, and Purchaser shall acquire and accept the Dutch Shares from the Canadian Seller through execution of the Dutch Deed of Transfer.

Section 2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, including anything to the contrary in Section 2.1 hereof, Purchaser shall not purchase or assume and shall not be deemed to have purchased or assumed, any Excluded Assets relating to the Business of Sellers or any Affiliates of Sellers, and Sellers and their Affiliates shall retain all right, title and interest to, in and under the Excluded Assets. "**Excluded Assets**" means Sellers' properties and assets set forth as follows:

(a) each Seller's Fundamental Documents;

(b) Equity Securities in any Seller;

(c) any Contracts that are not Purchased Contracts;

(d) any confidential personnel or other records pertaining to relating to employees of Sellers that are not Transferred Employees;

(e) all rights to any software used in any computer equipment included in the Purchased Assets, but only to the extent not freely transferable to Purchaser as set forth on Section 2.2 of the Seller Disclosure Schedule, as provided in accordance with the Original Asset Purchase Agreement;

(f) all equipment and other assets and items that are (i) owned by third parties or (ii) leased to any Seller or an Affiliate thereof, or are not freely assignable, saleable, and transferable to Purchaser, in each case, pursuant to a contract or agreement that is not a Purchased Contract;

(g) all assets of, or set aside in respect of, any of the Excluded Benefit Plans and any Assumed Benefit Plan (except as set forth in Section 2.1(l) above);

(h) retainers held by any professional retained by Sellers in connection with the Bankruptcy Cases, and any funds of Sellers held in escrow or reserve with respect to the fees and expenses of any professional retained by Sellers in connection with the Bankruptcy Cases;

(i) rights that accrue or will accrue to Sellers under any of the Transaction Documents with respect to the Sale;

(j) any directors and officers (or similar) insurance policies, any insurance policies of Sellers that cover directors and officers, and any rights thereunder;

(k) Excluded Employee Benefit Plans;

(l) Excluded Cash, the Additional Cash Consideration, the Deferred Fees and the Adequate Assurance Account; and

(m) rights to any Tax refunds of Sellers to the extent not assignable by Law;

provided, however, that Purchaser may designate any assets of Sellers as Excluded Assets (other than any Owned Real Property or Leased Real Estate) by written notice to Sellers at least five (5) Business Days prior to the Closing Date. For the avoidance of doubt, any such designation of Excluded Assets shall not change the amount of the Credit Bid.

Section 2.3 **Assumed Liabilities**. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall (or shall cause its designated Affiliate or Affiliates to) assume and be responsible for, effective as of the Closing, and thereafter pay, honor, perform and discharge as and when due, all of the Assumed Liabilities. "**Assumed Liabilities**" means the Liabilities and obligations of Sellers set forth as follows:

(a) all Liabilities of Sellers relating to or arising under (i) Purchased Contracts, including all Cure Costs, (ii) Permits included within Purchased Assets, and (iii) Intellectual Property rights included within Purchased Assets;

(b) (i) Liabilities owed to vendors who provided goods and/or services to Sellers in the ordinary course of business on or after the Petition Date; *provided, however,* that Purchaser may contest the validity of any such vendor purchase orders in the ordinary course of business; (ii) Liabilities constituting 503(b)(9) Claims which shall be paid by Purchaser (A) on or within seven (7) days upon the Closing Date or (B) if subject to a vendor agreement entered into pursuant to the Critical Vendor Order, pursuant to the terms of such agreement; and (iii) Liabilities of Sellers under the Critical Vendor Agreements;

(c) all Cure Costs and any obligation to provide adequate assurance of future performance;

(d) all Liabilities of Sellers (other than in respect of Taxes, except for Assumed Tax Liabilities) relating to, or arising in respect of, the Purchased Assets accruing, arising out of or relating to (i) events, occurrences, acts or omissions occurring or existing after the Closing Date or (ii) the operation of the Business or the Purchased Assets after the Closing Date;

(e) the Assumed Tax Liabilities;

(f) any Liabilities for wages and salaries, vacation and other time-off and commissions accrued but unpaid in the ordinary course of business in respect of service by a Business Employee after the last day covered by the last regularly scheduled payroll date of

Sellers and their respective Affiliates and Subsidiaries to occur on prior to the Closing Date and any payroll taxes associated therewith;

(g) any pay in lieu of notice, termination pay, severance pay or similar amount, in each case, that is required to be paid by applicable Law to a Retention Eligible Employee who does not receive an Offer and who is terminated by Sellers on or about the Closing Date;

(h) all Liabilities for claims of customers incurred in the ordinary course of business arising after the Filing Date; *provided, however,* that Purchaser may contest any such customer claims in the ordinary course of business;

(i) all Liabilities in respect of Transferred Employees accruing from and after the Closing Date, but only to the extent arising out of or relating to their employment by Purchaser or any of its Affiliates or with respect to Business Employees in Canada that are assumed by the operation of labour relations and minimum employment standards Laws;

(j) (i) all Liabilities under any Assumed Benefit Plan with respect to any Transferred Employee, (ii) all Liabilities under the Assumed Benefit Plan that is a self-insured short-term disability plan of the Canadian Seller, and (iii) all Liabilities under the Canadian Pension Plans that are assumed by Purchaser; *provided*, that in no event shall any Liabilities or obligations in respect of any retiree life insurance or retiree health or welfare benefits be Assumed Liabilities except with respect to Business Employees in Canada that are assumed by the operation of labour relations Laws;

(k) all Liabilities to contribute amounts withheld by Sellers and their respective Subsidiaries prior to the Closing from the compensation payable to any Business Employee that is required by applicable Law or the terms of any Benefit Plan that has not, as of the Closing Date, been transferred as required by applicable Law or contributed to such Benefit Plan or the trust maintained in respect of such Benefit Plan;

(l) all Environmental Liabilities relating to any Owned Real Property or Leased Real Estate, including Environmental Liabilities relating to, resulting from, caused by or arising out of: (i) the ownership, operation or control of the Purchased Assets, to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing before or after the Closing Date; (ii) the presence, Environmental Release of or exposure to any Hazardous Materials at, on or under or migrating from any real property or otherwise included in the Real Property; (iii) the presence or Environmental Release of any Hazardous Materials in concentrations in excess of Environmental Law to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing before or after the Closing Date; (iv) the transportation, storage, treatment, disposal, generation, manufacturing, recycling, reclamation, use or other handling of any Hazardous Materials with respect to the Purchased Assets and to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing before or after the Closing Date; (v) the presence, existence or human exposure to asbestos at, on, under or within any Purchased Asset in violation of Environmental Law, to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing before or after the Closing Date; (vi) any violations of

Environmental Law, to the extent accruing, arising out of or relating to events, occurrences, acts or omissions occurring or existing prior to or after the Closing Date; or (vii) the matters set forth on Section 5.15 of the Seller Disclosure Schedule;

(m) all obligations, commitments and Liabilities under any Permits that are assigned to Purchaser hereunder;

(n) all obligations and Liabilities, including on account of rent and Utility Services, accruing under any Leases;

(o) all Pre-Petition Term Loan Obligations, excluding the amount of such Pre-Petition Term Loan Obligations equaling the Credit Bid (as such Credit Bid amount may be increased pursuant to Section 3.1).

Section 2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not assume, and shall be deemed not to have assumed, any Liabilities relating to the Business of Sellers or any Affiliate of Sellers and Sellers and their Affiliates shall be solely and exclusively liable with respect to all such Liabilities, other than the Assumed Liabilities (collectively, the "**Excluded Liabilities**"), including:

(a) any Liability of any Seller relating to any Excluded Asset;

(b) any Liabilities of any Seller relating to or arising under vendor purchase orders arising in the ordinary course of business prior to the Filing Date and not otherwise constituting a 503(b)(9) Claim;

(c) all Liabilities under Indebtedness for borrowed money of Sellers;

(d) all Liabilities in relation to Taxes (or the non-payment thereof) of Sellers or their Affiliates for any taxable period other than Assumed Tax Liabilities;

(e) all Excluded Employee Liabilities and any and all Liabilities or obligations in respect of any retiree life insurance or retiree health or welfare benefits except with respect to Business Employees in Canada that are assumed by the operation of labour relations Laws;

(f) all Environmental Liabilities relating to, resulting from, caused by or arising out of the Excluded Assets;

(g) all Rejection Damages Claims;

(h) any tort Liabilities of any Seller;

(i) all Liabilities relating to the CARES Act, including any obligation with respect to deferred payroll Taxes;

(j) all Indemnification Claims; and

(k) all Liabilities referenced on Section 2.4(k) of the Seller Disclosure Schedule, as supplemented or amended by Purchaser in accordance with the terms of the Original Asset Purchase Agreement.

Section 2.5 Contract Designation Rights.

(a) No later than fourteen (14) days after the Petition Date, Sellers shall deliver to Purchaser a list of Contracts of each Seller with the anticipated amount of the Cure Costs associated with each Contract. Sellers shall cooperate with and provide such additional information to Purchaser in order to identify and provide to Purchaser as promptly as practicable all Material Contracts related to the Business (and the related Cure Costs), as well as Cure Costs of non-Material Contracts subject to assumption or assignment or rejection or disclaimer hereunder. Notwithstanding the foregoing, (i) prior to the Closing Date, Sellers shall supplement such list to add any Material Contracts entered into by Sellers during the pendency of the Bankruptcy Cases and (ii) on and within sixty-five (65) days after the Closing Date, Purchaser retains the right to assume any executory Contract that is not listed on Section 5.10(a) of the Seller Disclosure Schedule as of the Closing Date.

(b) No later than fourteen (14) days after the Petition Date, US Sellers shall file a motion, which shall be in form and substance acceptable to Purchaser, acting reasonably, and which motion may be the US Sale Motion, seeking, authorization and approval for certain assumption and assignment procedures including, among other things, seeking authority to (i) cause notice to be provided to all counterparties to the Contracts of the US Sellers regarding the potential assumption and assignment to Purchaser of all of the Contracts, except for any such Contracts that Purchaser previously has advised Sellers in writing that Purchaser does not wish to assume and (ii) fix the Cure Costs associated with each Contract as of the US Sale Hearing (or as of such later date acceptable to Purchaser). Sellers shall obtain entry of an order approving such motion no later than February 21, 2023.

(c) ~~In~~To the extent required to effectuate the assignment of a Contract, in the CCAA Sale Motion, Canadian Seller shall seek, among other things, an Order of the CCAA Court for approval of certain assumption and assignment procedures to, among other things, (i) assign to Purchaser all of the Contracts of the Canadian Seller, except for any such Contracts that Purchaser previously has advised Sellers in writing that Purchaser does not wish to assume and (ii) fix the Cure Costs associated with each Contract as of the CCAA Sale Hearing (or as of such later date acceptable to Purchaser). Canadian Seller shall obtain entry of ~~an order approving~~ such Order no later than March ~~16~~30, 2023 or such later date as Canadian Seller and Purchaser may agree.

(d) Any motions filed by Sellers with, and any proposed Orders submitted by Sellers to, the US Bankruptcy Court or the CCAA Court seeking authorization after the date hereof to assign or assume or disclaim or reject any Contracts shall be satisfactory in form and substance to Purchaser. Sellers shall obtain consent from Purchaser prior to amending, modifying, or compromising Cure Costs or other material terms of any Contract.

(e) Except as otherwise provided in Section 2.3(b), for the purpose of determining whether a Contract of Sellers shall be included as a Purchased Contract or an Excluded Asset, from and after the Filing Date all Contracts shall be treated as follows:

(i) no later than the Bid Deadline, Purchaser shall notify Sellers in writing of those Contracts which Purchaser desires to be designated to be assumed by Sellers and assigned to Purchaser on the Closing Date, subject to later redesignation pursuant to Section 2.5(e)(iii) hereof;

(ii) any Contracts entered into during the pendency of the Bankruptcy Cases shall be designated to be assigned to Purchaser, unless Purchaser notifies Sellers in writing that it will not purchase such Contract prior to the Closing Date, in which case such Contract shall not be assigned to Purchaser and shall be included as an Excluded Asset; and

(iii) at any time prior to the Closing Date, Purchaser shall notify Sellers in writing of any Contracts which Purchaser does not desire to be assumed by Sellers and assigned to Purchaser, in which case any such Contracts shall not be assigned to Purchaser and shall be included as Excluded Assets and may be rejected by Sellers; *provided* that, for a period of sixty-five (65) days after the Closing Date, Purchaser may notify Sellers in writing of Contracts (other than Contracts of the Canadian Seller) that it no longer wishes to purchase and assume in the event the consents set forth in Section 2.5(h) hereof are not obtained within a reasonable period of time.

(iv) Purchaser shall provide, with respect to any Contract designated to be assumed and assigned hereunder, such information or documentation related to "adequate assurance of future performance" as shall be reasonably required in connection with the assumption and assignment of such Contract, and upon US Bankruptcy Court or CCAA Court, as applicable, approval for the assumption and assignment thereof to Purchaser, any such Contract so designated shall constitute a Purchased Asset hereunder, subject to later redesignation pursuant to Section 2.5(e)(iii) hereof. Any Contract that is not assumed and assigned as provided above or in Section 2.3(b) shall be an Excluded Asset, and shall not constitute a Purchased Asset hereunder. Except as otherwise provided in Section 2.5(h), to the extent that, prior to Closing, any Purchased Contract is not subject to an order of the US Bankruptcy Court or the CCAA Court with respect to the assumption and assignment of such Purchased Contract, any Liabilities of Sellers related to such Purchased Contract shall be the responsibility of Sellers until such Purchased Contract is either assumed by Sellers and assigned to Purchaser or rejected or disclaimed by Sellers.

(f) From and after the date hereof through the Closing, Sellers shall not reject, repudiate, disclaim or take any action (or fail to take any action that would (or would reasonably be likely to) result in rejection by operation of Law) to reject, repudiate or disclaim any material Contract without the prior written consent of Purchaser.

(g) Nothing in this Agreement shall be construed as an attempt by Sellers to assign any Contract to the extent that such Contract is not assignable under the US Bankruptcy

Code, the CCAA or otherwise without the consent of the other party or parties thereto where the consent of such other party has not been given or received, as applicable.

(h) With respect to any Purchased Contract (other than a Lease for Leased Real Estate) for which the consent of a party thereto to the assignment thereof is required notwithstanding the entry or granting of the Sale Orders that shall not have been obtained at Closing and any claim, right or benefit arising thereunder or resulting therefrom, to the extent Purchaser waives the condition set forth in Section 9.2(d) (to the extent applicable), prior to the Closing Date, Sellers and Purchaser shall use reasonable efforts to obtain as expeditiously as possible the written consent of the other party or parties to such Contract necessary for the assignment thereof to Purchaser. Until any such consent, waiver, confirmation, novation or approval is obtained, for a period of sixty-five (65) days from the Closing Date, Sellers and Purchaser shall cooperate to establish an arrangement reasonably satisfactory to Sellers and Purchaser under which Purchaser would obtain the claims, rights and benefits and assume the corresponding Liabilities and obligations thereunder (including by means of any subcontracting, sublicensing or subleasing arrangement). In such event, Sellers will hold in trust for and promptly pay to Purchaser, when received, all moneys received by them under any such Purchased Contract or any claim, right or benefit arising thereunder and Purchaser shall be solely responsible for the costs of any such Purchased Contract. Purchaser acknowledges that no adjustment to the Purchase Price shall be made for any Contracts that are not assigned. Until such written consent is obtained, Purchaser shall have the ability to designate the Contract as an Excluded Asset. Nothing in this paragraph shall be deemed a waiver of Purchaser's right to receive an effective assignment of all of the Purchased Assets at Closing nor shall any Contracts covered by this paragraph be deemed to constitute Excluded Assets solely by virtue of this paragraph.

(i) Within sixty-five (65) days after the Closing Date, US Sellers shall file with the US Bankruptcy Court and Canadian Seller shall file with the CCAA Court a final list of Purchased Contracts.

ARTICLE III
PURCHASE PRICE

Section 3.1 **Purchase Price**. On the terms and subject to the conditions hereof, at the Closing, the aggregate consideration for the Purchased Assets shall consist of: (~~i~~a) ~~a credit bid, on a dollar-for-dollar basis, including pursuant to section 363(k) of the US Bankruptcy Code, in an aggregate amount of $45,000,000 of the Pre-Petition Term Loan Obligations (the "**Credit Bid**");~~ (~~ii~~i) an amount in cash sufficient for the repayment in full of the Obligations (as defined in the DIP Credit Agreement) and Pre-Petition ABL Obligations (as defined in the DIP Credit Agreement), as provided for in Section 1.4 of the DIP Credit Agreement, including cash collateralization of any outstanding letters of credit or financial assurances issued under the DIP Facility and Bank Products (as defined in the DIP Credit Agreement) in accordance with the terms thereof; (~~iii~~ii) the Additional Cash Consideration; ~~and (iv~~(iii) the Deferred Fees; (iv) the PHI Stock, which shall be transferred by Purchaser to certain US Sellers in exchange for the US Purchased Assets, pursuant to certain documentation in form and substance reasonably acceptable to Sellers and Purchaser; (v) the assumption of the Assumed Liabilities, and (vi) credit bids from certain Affiliates of Purchaser, on a dollar-for-dollar basis, including pursuant to

section 363(k) of the US Bankruptcy Code, in an aggregate amount of $45,000,000 of the Pre-Petition Term Loan Obligations (the "**Credit Bid**"), including, immediately following the transfer of the PHI Stock described in clause (iv) above, a credit bid by an Affiliate of Purchaser arising out of the Pre-Petition Term Loan Obligations of the US Sellers, in exchange for the PHI Stock (the sum of clauses (i)-(~~iv~~vi), the "**Purchase Price**"); *provided*, that Purchaser reserves the right, by written notice to Sellers at least three (3) Business Days prior to the Bid Deadline, to increase the Credit Bid (and therefore increase the Purchase Price) up to the full amount of the Pre-Petition Term Loan Obligations; *provided, further*, that Purchaser reserves the right to increase the Credit Bid further in connection with an Auction.

Section 3.2 **Allocation of Purchase Price**. Purchaser and Sellers agree that the purchase price, as determined for U.S. federal income Tax purposes, shall be allocated in accordance with Section 1060 of the IRC and the Treasury Regulations promulgated thereunder in accordance with an allocation schedule (the "**Allocation Schedule**"). Within one hundred and twenty (120) calendar days after the Closing Date, Purchaser shall deliver to Sellers a draft allocation of the purchase price, as determined for U.S. federal income Tax purposes. If, within thirty (30) calendar days of Sellers' receipt of Purchaser's proposed allocation, Sellers do not deliver Purchaser written notice (a "**Seller Allocation Objection Notice**") of any objections that they have to such allocation, Purchaser's proposed allocation shall be the Allocation Schedule. If Sellers timely deliver to Purchaser a Seller Allocation Objection Notice, then Purchaser and Sellers shall work together in good faith to resolve the disputed items. If Purchaser and Sellers are unable to resolve all of the disputed items within thirty (30) calendar days of Purchaser's receipt of the Seller Allocation Objection Notice (or such later date as Purchaser and Sellers may agree), then Purchaser and Sellers shall refer the disputed items for resolution to an accounting firm of national reputation mutually acceptable to Purchaser and Sellers, with no existing relationship with either Purchaser or Sellers and such accounting firm shall determine the Allocation Schedule. Sellers and Purchaser shall (a) use the Allocation Schedule for the purpose of making the requisite filings under Section 1060 of the IRC, and the Treasury Regulations thereunder, (b) report, and cause their respective Affiliates to report, the federal, state, and local income and other Tax consequences of the transactions contemplated herein, and in particular to report the information required by Section 1060(b) of the IRC, and file IRS Form 8594 (Asset Acquisition Statement under Section 1060 of the IRC) in a manner consistent with the Allocation Schedule unless otherwise required by a "determination" within the meaning of IRC Section 1313, and (c) promptly notify the other of the existence of any Tax audit, controversy, or litigation related to the Allocation Schedule. Notwithstanding the allocation of the purchase price agreed among the parties hereto pursuant to this Section 3.2 for the aforementioned Tax purposes, nothing in the foregoing shall be determinative of values ascribed to the Purchased Assets or the allocation of the value of the Purchased Assets for any other purpose. With respect to the Canadian Seller and the Canadian Purchased Assets, the purchase price shall be allocated among the Canadian Purchased Assets in a manner entirely consistent with Schedule Section 3.2. Purchaser and Canadian Seller shall each report an allocation of the purchase price among the Canadian Purchased Assets in a manner consistent with Schedule Section 3.2 and shall file all Tax Returns (including amended returns and claims for refunds) and elections required under the Tax Act or equivalent Canadian provincial Law in a manner consistent with such allocation. Notwithstanding the foregoing, to the extent an allocation of purchase price to specific assets are necessary as of the Closing so as to facilitate payments of Transfer Taxes required to be paid as

of Closing, the parties will work together in good faith to determine those amounts prior to Closing.

Section 3.3 Withholding Rights. Purchaser and any other applicable withholding agent shall be entitled to deduct and withhold with respect to any payments made pursuant to this Agreement such amounts that are required to be deducted and withheld with respect to any such payments under the IRC, Tax Act or any other provision of applicable Law. Before withholding or deducting any amounts hereunder, the applicable withholding agent shall notify Sellers of its intent to withhold at least five (5) days before deducting or withholding any such amounts. To the extent any such amount is to be so deducted and withheld by Purchaser, such amounts shall be timely paid over to, or deposited with, the relevant Governmental Authority in accordance with the provisions of applicable Law. Any such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Persons in respect of which such deduction and withholding was made.

ARTICLE IV
CLOSING

Section 4.1 The Closing. The closing of the Sale (the "**Closing**") shall take place at the offices of King & Spalding LLP, at 10:00 a.m. local time, on the first (1st) Business Day after the date upon which all conditions set forth in ARTICLE IX hereof have been satisfied or waived (other than those conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions), or at such other place, date and time as the parties may agree. The parties agree to consummate the Closing substantially in accordance with the closing steps memorandum in the form attached hereto as Exhibit D, the final form of which shall be acceptable to and exchanged between the parties prior to the Closing.

Section 4.2 Deliveries at the Closing.

(a) Sellers shall deliver or shall cause to be delivered to Purchaser the following at the Closing:

(i) bills of sale, assignment agreements and other customary transfer documents necessary to transfer to Purchaser (or its Affiliate) all right, title and interest of Sellers to or in the Purchased Assets, in form and substance reasonably acceptable to Sellers and Purchaser;

(ii) a bring-down certificate signed by a Responsible Officer of each Seller ~~and addressed to Purchaser and the Monitor~~ (in form and substance satisfactory to Purchaser ~~and the Monitor,~~ acting reasonably) certifying that the closing conditions set forth in Section 9.2(a) and Section 9.2(b) have been satisfied or waived;

(iii) certificates signed by a Responsible Officer of each Seller to which is attached (A) a certificate reflecting the incumbency and true signatures of the officers of such Seller who execute this Agreement and other Transaction Documents on behalf of such Seller and (B) true and correct copies of the resolutions of the boards of directors of each Seller with respect to the transactions contemplated by this Agreement and the Transaction Documents;

(iv) a certificate from the Secretary of State or other applicable Governmental Authority of the jurisdiction of formation or incorporation, as applicable, dated within ten (10) days of the Closing Date, with respect to the existence and good standing of Sellers (other than Dominion Colour Corporation (USA));

(v) a valid, complete and accurate IRS Form W-9 in respect of each US Seller, or, in the case of a US Seller that is disregarded as separate from its owner for U.S. federal income Tax purposes, in respect of such Seller's regarded owner;

(vi) the applicable Tax elections required by Section 8.2 duly executed by the Canadian Seller;

(vii) assignment agreements, duly executed by an authorized officer of each applicable Seller, required to assign any Intellectual Property included in the Purchased Assets;

(viii) an assignment and assumption agreement, duly executed by each Seller;

(ix) the Books and Records;

(x) a duly legalized power of attorney on behalf of the Canadian Seller and DCL Corporation (NL) B.V. for purposes of executing the Dutch Deed of Transfer, together with the instruction that the Dutch civil law notary (*notaris*) in the Netherlands or any of its deputies may proceed with the execution of the Dutch Deed of Transfer in substantially the form attached as Exhibit A to this Agreement;

(xi) the shareholders' register of DCL Corporation (NL) B.V. to the Dutch civil law notary (*notaris*) in the Netherlands in which the transfer of the Dutch Shares will be recorded;

(xii) a duly executed transfer into the name of Purchaser in respect of the UK Shares;

(xiii) a voting power of attorney duly executed by the Canadian Seller to allow Purchaser to vote in respect of the UK Shares;

(xiv) the statutory registers (including the register of members) of DCL Corporation (Europe) Limited;

(xv) the web-filing details for DCL Corporation (Europe) Limited and its respective Companies House authentication code;

(xvi) a copy of a resolution of the board of directors of DCL Corporation (Europe) Limited authorizing the transfer of the UK Shares and the registration of the transfer of the UK Shares;

(xvii) certificates evidencing the Acquired Subsidiaries' shares, to the extent that such Acquired Subsidiaries' shares are in certificate form, duly endorsed in blank or with stock powers or similar instruments of transfer duly executed in proper form for transfer, and, to the extent that such Acquired Subsidiaries' shares are not in certificated form, other evidence of ownership or assignment in form and substance reasonably satisfactory to Purchaser;

(xviii) written resignations, in form and substance reasonably satisfactory to Purchaser, of each of the officers and directors of each Acquired Subsidiary, as requested by Purchaser in writing not less than five (5) Business Days prior to the Closing Date;

(xix) an irrevocable direction to Purchaser directing, among other things, (A) the payment to the Monitor of the CCAA Cash Pool and Canadian Designated Amount Portion allocated to the Canadian Seller, (B) the payment of the applicable Deferred Fees to the Canadian Professionals, (C) the payment to the US Sellers of the applicable Deferred Fees for the US Professionals; *provided, however,* that in respect to Deferred Fees paid to the US Sellers pursuant to this Section 4.2(a)(xix)(C), the US Sellers shall promptly return to Purchaser any Deferred Fees not subsequently allowed by final order of the US Bankruptcy Court; and

(xx) ~~(xix)~~ such other instruments as are reasonably requested by Purchaser and otherwise necessary to consummate the Sale.

(b) Purchaser shall deliver or cause to be delivered to Sellers, or their designees at the Closing:

(i) the Purchase Price;

(ii) an amount equal to ETA Taxes, if any, that are required to be paid at Closing;

(iii) ~~the Replacement Financial Assurance;~~a bring-down certificate signed by a Responsible Officer of Purchaser (in form and substance satisfactory to Sellers, acting reasonably) certifying that the closing conditions set forth in Section 9.3(a) and Section 9.3(b) have been satisfied or waived;

~~(iv) Conditions Certificates;~~

(iv) ~~(v)~~ a certificate signed by a Responsible Officer of Purchaser to which is attached: (A) true and correct copies of the resolutions of the board of directors of Purchaser with respect to the transactions contemplated by this Agreement and the Transaction Documents and (B) a certificate reflecting the incumbency and true signatures of the officers of Purchaser who execute this Agreement and other Transaction Documents on behalf of Purchaser;

(v) ~~(vi)~~ a certificate from the Secretary of State or other applicable Governmental Authority of the jurisdiction of formation or incorporation, as applicable, dated within ten (10) days of the Closing Date, with respect to the existence and good standing of Purchaser;

(vi) ~~(vii)~~ the applicable Tax elections required by Section 8.2 duly executed by Purchaser;

(vii) ~~(viii)~~ an assignment and assumption agreement, duly executed by Purchaser;

(viii) ~~(ix)~~ a duly legalized power of attorney on behalf of Purchaser for purposes of executing the Dutch Deed of Transfer, together with the instruction that the Dutch civil law notary (*notaris*) in the Netherlands or any of its deputies may proceed with the execution of the Dutch Deed of Transfer in substantially the form attached as Exhibit A to this Agreement; and

(ix) ~~(x)~~ such other Instruments as are reasonably requested by Sellers and otherwise necessary to consummate the Sale and reasonably acceptable to Purchaser.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLERS

Subject to US Bankruptcy Court and CCAA Court approval of this Agreement and except as set forth in the disclosure schedule delivered by Sellers (the "**Seller Disclosure Schedule**") to Purchaser simultaneously with the execution and delivery hereof, as may be updated in accordance with Section 7.15, Sellers jointly and severally represent and warrant to Purchaser that:

Section 5.1 Organization, Standing and Corporate Power. Each Seller and each Acquired Subsidiary is an entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction in which it is formed or incorporated and has the requisite power and authority to carry on its business as now being conducted. Each Seller and each Acquired Subsidiary is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed (individually or in the aggregate) could not reasonably be expected to have a Material Adverse Effect.

Section 5.2 Compliance with Applicable Laws; Permits.

(a) Each Seller and each Acquired Subsidiary has complied for the past three (3) years and is currently in compliance, in each case, in all material respects, with each Law applicable to the conduct of the Business.

(b) Sellers and the Acquired Subsidiaries hold all Permits and Licenses necessary for the conduct of the Business as presently conducted, other than any such Permits or Licenses the absence of which would not reasonably be expected to be, individually or in the aggregate, material to the Purchased Assets or the Business (in each case, taken as a whole) (the "**Business Permits**"). Each of the Business Permits owned, held or possessed by any of the Sellers or the Acquired Subsidiaries is valid, subsisting and in full force and effect. The operation of the Business as currently conducted is not in material violation of, nor is any Seller or Acquired Subsidiary in default or material violation under, any Business Permit and, to the

Knowledge of Sellers, no event has occurred which would constitute a default or violation of any material term, condition or provision of any Business Permit, in each case, that would be reasonably be expected to have a Material Adverse Effect. No suspension, cancellation or non-renewal of any Business Permit is pending or, to the Knowledge of Sellers, threatened. Each Seller and Acquired Subsidiary has complied in all material respects, and is in compliance in all material respects, with all terms and conditions of the Business Permits, except as would not reasonably be expected to have a Material Adverse Effect.

Section 5.3 Authority; Noncontravention.

(a) Subject to the US Bankruptcy Court's entry of the US Sale Procedures Order and the US Sale Order and the CCAA Court's granting of the CCAA Sale Procedures Order and the CCAA Sale Order, (i) each Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and (ii) the execution and delivery of this Agreement by Sellers and the consummation by Sellers of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of each Seller. This Agreement has been duly executed and delivered by each Seller and, assuming this Agreement constitutes a valid and binding agreement of Purchaser and subject to entry or granting of the Sale Orders, constitutes a valid and binding obligation of each Seller, enforceable against each Seller in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and (y) general principles of equity, regardless of whether enforcement is sought in a proceeding at law or in equity.

(b) Subject to the US Bankruptcy Court's entry of the US Sale Procedures Order and the US Sale Order and the CCAA Court's granting of the CCAA Sale Procedures Order and the CCAA Sale Order, the execution and delivery by each Seller of this Agreement or any other Transaction Documents to which a Seller is a party does not, and the consummation by Sellers of the transactions contemplated by this Agreement or any other Transaction Documents to which a Seller is a party, and compliance by Sellers with the provisions of this Agreement or any other Transaction Documents to which a Seller is a party, shall not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation, modification or acceleration of any obligation or to a loss of a benefit under, or result in the creation of any Lien upon any of the properties or assets of any Seller under (i) the Fundamental Documents of any Seller or an Acquired Subsidiary or (ii) subject to the governmental filings and other matters referred to in Section 5.6(c), any Laws applicable to any Seller or an Acquired Subsidiary or its respective properties or assets other than, in each case, any such conflicts, violations, defaults, rights, losses or Liens that (individually or in the aggregate) would not reasonably be expected to have a Material Adverse Effect.

(c) No Consent of any Governmental Authority, or any third party pursuant to any Material Contract, is required by or with respect to any Seller in connection with the execution and delivery of this Agreement by such Seller, or the consummation by such Seller of the transactions contemplated by this Agreement, except for (i) the Consents set forth in Section 5.3(c) of the Seller Disclosure Schedule, (ii) the entry or granting of the Sale Orders by the US Bankruptcy Court and the CCAA Court, as applicable, (iii) compliance with any applicable

requirements of the Exchange Act, Securities Act or the Competition Act, and (iv) such other Consents as to which the failure to obtain or make (individually or in the aggregate) would not reasonably be expected to be materially adverse to the Business.

Section 5.4 Acquired Subsidiaries.

(a) Capitalization.

(i) The Canadian Seller has full legal and beneficial title (*juridisch en economisch gerechtigde tot*) to the Acquired Subsidiaries' shares. The Dutch Shares constitute the whole of the issued and outstanding share capital of DCL Corporation (NL) B.V., and the UK Shares constitute the whole of the issued and outstanding share capital of DCL Corporation (Europe) Limited.

(ii) Each of the Dutch Shares is fully paid-up and upon execution of the Deed of Transfer will be free and clear of any Liens.

(iii) Each of the UK Shares is fully paid-up and free and clear of any Liens.

(iv) Except for the Transaction Documents, there are no options, warrants, rights, agreements, pledges, calls, puts, rights to subscribe, conversion rights or other arrangements or commitments to which DCL Corporation (NL) B.V. is a party or which is binding upon DCL Corporation (NL) B.V. providing for the issuance, disposition or acquisition of any of its capital or any rights or interests exercisable therefor, and there are no equity appreciation, phantom equity, profit sharing or similar rights with respect to DCL Corporation (NL) B.V. DCL Corporation (NL) B.V. is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or revoke any shares in its capital. There are no outstanding depositary receipts *(certificaten)* in relation to the Dutch Shares.

(v) Other than the obligations resulting from the Transaction Documents and the restrictions set out in the constitutional documents of DCL Corporation (NL) B.V., there are: (i) no obligations with respect to any of the Dutch Shares restricting the transfer of any such shares or the payment of dividends, (ii) no agreements or arrangements binding on the Canadian Seller that require approval or notice for transfer of any of the Dutch Shares or the payment of dividends and (iii) no agreements or arrangements (including proxies) in relation to the voting rights connected to any of the Dutch Shares.

(vi) Except for the Acquired Subsidiaries' shares, there are no outstanding securities or other similar equity ownership interests of any class or type of or in any of the Acquired Subsidiaries. There are no outstanding options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, agreements or commitments of any kind pursuant to which any of the Acquired Subsidiaries is or may become obligated to (i) issue, deliver, transfer, sell or otherwise dispose of any of its securities, or any securities convertible into or exercisable or exchangeable for its securities, or (ii) redeem, purchase or otherwise acquire any outstanding securities of any of the Acquired Subsidiaries.

(vii) Holdings owns 100% of the issued and outstanding capital stock of H.I.G. Colors, Inc., a Delaware corporation ("**Colors**"). Colors owns (i) 100% of the issued and outstanding membership interest of DCL Corporation (BP), LLC, a Delaware limited liability company, and (ii) 100% of the issued and outstanding capital stock of DCL Holdings (USA), Inc., a Delaware corporation ("**Holdings USA**"). Holdings USA owns 100% of the issued and outstanding membership interests of DCL Corporation (USA), LLC, a Delaware limited liability company.

(b) No Subsidiaries. None of the Acquired Subsidiaries has any Subsidiary, and none of the Acquired Subsidiaries owns or has the right to acquire, directly or indirectly, any outstanding capital stock of, or other equity interests in, any other Person.

Section 5.5 [Reserved].

Section 5.6 Real Properties.

(a) Except as set forth in Section 5.6(a) of the Seller Disclosure Schedule, Sellers and the Acquired Subsidiaries (i) have good and valid title in and to all Owned Real Property, (ii) have good and valid leasehold interest in and to all Leased Real Estate and (iii) have good and valid title to all other Purchased Assets constituting Structures or otherwise have the right to use such other Purchased Assets pursuant to a valid and enforceable lease, license or similar contractual arrangement, in each case free and clear of any Liens, other than Permitted Liens.

(b) Except as set forth in Section 5.6(b) of the Seller Disclosure Schedule, the Owned Real Property and Leased Real Estate constitutes all of the real property assets used by Sellers and the Acquired Subsidiaries for the conduct of the Business in substantially the same manner in all material respects as such Business is being operated as of the date hereof. Except as set forth in Section 5.6(b) of the Seller Disclosure Schedule or as disclosed by registered title to the Owned Real Property (provided same is a Permitted Lien), to the Knowledge of Sellers, there are no facts or conditions affecting any Owned Real Property or Leased Real Estate that could reasonably be expected, individually or in the aggregate, to interfere with the current use, occupancy or operation of such Owned Real Property or Leased Real Estate in any material respect. Except as set forth in Section 5.6(b) of the Seller Disclosure Schedule, only Sellers and the Acquired Subsidiaries conduct the Business and the Business is not conducted through any other divisions or any direct or indirect Subsidiary or Affiliate of any Seller.

(c) Section 5.6(c) of the Seller Disclosure Schedule sets forth a complete and correct list of all of the real property leased, licensed or otherwise granted to Sellers and the Acquired Subsidiaries and each Lease with respect thereto (and all interests leased pursuant to such Leases, the "**Leased Real Estate**"), including the addresses thereof and all written amendments or modifications to the Leases. Sellers have delivered to Purchaser true, correct and complete copies of all Leases, including all written amendments or modifications thereto, and the Leases are unmodified and in full force and effect. No Seller nor Acquired Subsidiary is a sublessor or grantor under any sublease or other instrument granting to another Person any right to the possession, lease, occupancy or enjoyment of the Leased Real Estate, except as set forth on Section 5.3(c) of the Seller Disclosure Schedule. With respect to each Lease, except as set

forth in Section 5.6(c) of the Seller Disclosure Schedule and except with respect to any Bankruptcy-Related Default:

(i) except with respect to any Bankruptcy-Related Defaults, the Leases are in full force and effect and are valid, binding and enforceable against the applicable Seller and Acquired Subsidiary, to the Knowledge of Sellers, any counterparty to such Leases in accordance with their respective terms;

(ii) no amount payable under any Lease is past due except as set forth in Section 5.6(c) of the Seller Disclosure Letter;

(iii) each Seller and the Acquired Subsidiary is in compliance in all material respects with all commitments and obligations on its part to be performed or observed under each Lease and has no Knowledge of Sellers of the failure by any other party to any Lease to comply in all material respects with all of its commitments and obligations thereunder;

(iv) no Seller nor Acquired Subsidiary has received any written notice (A) of a default (which has not been cured), offset or counterclaim under any Lease, or, any other written communication calling upon it to comply with any provision of any Lease or asserting noncompliance, or asserting such Seller or the Acquired Subsidiary has waived or altered its rights thereunder, and no event or condition has happened or presently exists which constitutes a default or, after notice or lapse of time or both, would constitute a default under any Lease on the part of any Seller or the Acquired Subsidiary or, to the Knowledge of Sellers, any other party, or (B) of any Action against any party under any Lease which if adversely determined would result in such Lease being terminated; and

(v) no Seller nor the Acquired Subsidiary has assigned, subleased, sublicensed, mortgaged, pledged or otherwise encumbered or transferred its interest, if any, under any Lease, other than Permitted Liens; and

(vi) to the extent that any Lease is within the period prescribed in such Lease for exercise of any renewal, each Seller and each Acquired Subsidiary has timely exercised any option to extend or renew the term thereof.

(d) Section 5.3(d) of the Seller Disclosure Schedule sets forth each parcel of real property owned by each Seller and each Acquired Subsidiary and used in or necessary for the conduct of the Business as currently conducted (together with all Structures and all easements, rights-of-way and other rights and privileges appurtenant thereto, collectively, the "**Owned Real Property**"), including with respect to each property, the address location and use. Each Seller has delivered to Purchaser copies of the deeds and other instruments (as recorded) by which such Seller or Acquired Subsidiary acquired such parcel of Owned Real Property, and copies of any title insurance policies, opinions, abstracts and surveys, in each case in the possession of such Seller or Acquired Subsidiary with respect to such parcel. With respect to each parcel of Owned Real Property:

(i) the applicable Seller or Acquired Subsidiary has good and marketable fee simple title as legal and beneficial owner, free and clear of all Liens, except Permitted Liens;

(ii) such Seller or Acquired Subsidiary has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and

(iii) there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein.

(e) Except as disclosed in Section 5.6(c) and Section 5.6(d) of the Seller Disclosure Schedule, (i) to the Knowledge of Sellers, there are no pending or threatened expropriation or condemnation proceedings by or before any Governmental Authority with respect to any Owned Real Property or Leased Real Estate and (ii) no Seller nor Acquired Subsidiary has received any written notice from any Governmental Authority of any zoning, ordinance, building, fire, health or safety code or other legal violation in respect of any Owned Real Property or Lease that could reasonably be expected to have a Material Adverse Effect.

(f) Except as disclosed in Section 5.6(c) and Section 5.6(d) of the Seller Disclosure Schedule, to the Knowledge of the Sellers, no improvements constituting a part of the Owned Real Property or Leased Real Estate encroach on any real property not owned, leased or licensed by Sellers to the extent that removal of such encroachment could reasonably be expected to materially impair the manner and extent of the current use, occupancy and operation of such improvements.

(g) Except as disclosed in Section 5.6(c) and Section 5.6(d) of the Seller Disclosure Schedule and except with respect to any Bankruptcy-Related Default, Sellers and the Acquired Subsidiaries are in possession of the Owned Real Property and Leased Real Estate, respectively, and enjoy peaceful and undisturbed possession of such real property in all material respects

(h) This Agreement shall be effective to create an interest in the Owned Real Property only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with on or before the Closing. To the Knowledge of the Sellers, completion of the transactions contemplated by this Agreement do not require any Consent under the *Planning Act* (Ontario).

Section 5.7 Tangible Personal Property. Except as set forth in Section 5.7 of the Seller Disclosure Schedule and other than the Excluded Assets, Sellers have good and valid title to, or have good and valid leasehold interests in, all material items of tangible personal property that is included in the Purchased Assets, free and clear of all Liens other than Permitted Liens.

Section 5.8 Intellectual Property; Information Security.

(a) The operation of the Business as currently conducted by Sellers or the Acquired Subsidiaries in connection therewith, does not conflict with, infringe, misappropriate, or otherwise violate, and in the last three (3) years has not conflicted with, infringed,

misappropriated or otherwise violated, the Intellectual Property rights of any third party. No Action has been asserted or is pending or, to the Knowledge of Sellers, threatened against any Seller or Acquired Subsidiary with respect to the foregoing.

(b) Sellers and the Acquired Subsidiaries exclusively own all right, title and interest in and to all Intellectual Property owned or purported to be owned by them (the "**Owned Intellectual Property**") that is material to the Business free and clear of all Liens other than Permitted Liens and, to the Knowledge of Sellers, Sellers and the Acquired Subsidiaries have the valid and enforceable right to use all other Intellectual Property material to the Business subject only to the terms of the Intellectual Property Agreements, if applicable. Neither this Agreement, nor the consummation of the transactions contemplated herein, will result in the grant, by Sellers or any Acquired Subsidiary to any Person, of any ownership interest, license, or claim, right or protection from any Action with respect to any Intellectual Property. Except as set forth in an Intellectual Property Agreement listed on Section 5.8(c)(ii) of the Seller Disclosure Schedule, no material restrictions exist in connection with the disclosure, use, license or transfer of the Owned Intellectual Property, and after giving effect to this Agreement and the transactions contemplated herein, Purchaser and the Acquired Subsidiaries will acquire or retain, as applicable, upon the Closing Date all rights in Intellectual Property used in connection with the Business as previously held by Sellers and the Acquired Subsidiaries immediately prior to the Closing, without the requirement of any additional fees, payments or remuneration.

(c) Section 5.8(c) of the Seller Disclosure Schedule identifies (i) all registrations and applications for (A) the Intellectual Property included in the Purchased Assets and (B) Owned Intellectual Property of each Acquired Subsidiary (collectively, the "**Registered Intellectual Property**"), and (ii) the Intellectual Property Agreements to which any Seller or Acquired Subsidiary is a party.

(d) The Registered Intellectual Property is subsisting and has not been adjudicated to be invalid or unenforceable in whole or part, and to the Knowledge of Sellers, is valid and enforceable.

(e) To the Knowledge of Sellers, no Person is engaging in any activity that infringes, misappropriates, or otherwise violates the Intellectual Property that is material to the Business or any Seller's or Acquired Subsidiary's rights therein, and no Seller or Acquired Subsidiary has sent any written notice to any Person or asserted in writing or threatened in writing to assert any Action alleging same in the last three (3) years.

(f) No Owned Intellectual Property is subject to any settlement agreement, consent agreement, decree, order, injunction, judgment or ruling materially restricting the use of any Registered Intellectual Property or that would materially impair the validity or enforceability of such Owned Intellectual Property.

(g) The internet domain names set forth on Section 5.8(c) of the Seller Disclosure Schedule are registered to and controlled by one or more Sellers or Acquired Subsidiaries.

(h) Sellers and the Acquired Subsidiaries have taken commercially reasonable actions to, and have implemented and maintained commercially reasonable policies and processes to, protect and maintain (i) the confidentiality of any material Trade Secrets included in the Purchased Assets, and (ii) the performance, security and integrity of the systems, networks, software, hardware, websites, and other information technology assets and infrastructure used in connection with the Business, and, to the Knowledge of Sellers, in the past three (3) years there have been no material failures, malfunctions, breaches, unauthorized access to, or use or disclosure of the same.

Section 5.9 Litigation. Except for such matters listed in Section 5.9 of the Seller Disclosure Schedule and except for such environmental, health or safety matters addressed in Section 5.15, as of the date hereof there is no Action pending or, to the Knowledge of Sellers, threatened against Sellers or the Acquired Subsidiaries that (individually or in the aggregate) would reasonably be expected to have a Material Adverse Effect, nor is there any Governmental Order outstanding against any Seller or Acquired Subsidiary that (individually or in the aggregate) would reasonably be expected to have a Material Adverse Effect.

Section 5.10 Material Contracts; Debt Instruments.

(a) Section 5.10(a) of the Seller Disclosure Schedule identifies all the following types of Contracts (each a "**Material Contract**", and collectively with the Leases identified in Section 5.6(c) of the Seller Disclosure Schedule and the Intellectual Property Agreements identified in Section 5.8(c) of the Seller Disclosure Schedule, the "**Material Contracts**") in effect as of the date hereof that are related to the Purchased Assets or the Business generally and to which any Seller or Acquired Subsidiary is a party:

(i) joint venture, partnership, limited liability company or other similar Contracts other than the Fundamental Documents of any Seller or Acquired Subsidiary;

(ii) material Leases for personal property;

(iii) any Contract relating to any outstanding commitment for capital expenditures in excess of $100,000 individually or $300,000 in the aggregate;

(iv) Contracts (or series of related Contracts) relating to the acquisition or disposition of any Person or business (whether by merger, sale of stock, sale of assets or otherwise) within the past five (5) years;

(v) Contracts that (A) limit the freedom of any Seller or Acquired Subsidiary or the Business to compete in any line of business or with any Person or in any geographic area or (B) contains exclusivity obligations or restrictions binding on any Sellers or Acquired Subsidiaries or the Business;

(vi) any sales, distribution, agency or marketing Contract (or series of related Contracts) involving in excess of $50,000 in any annual period;

(vii) any Contract (or series of related Contracts) relating to the purchase by any Sellers or Acquired Subsidiaries of any products or services under which the

undelivered balance of such products or services is in excess of $150,000, other than Contracts with individual Business Employees;

(viii) Contracts (including any "take-or-pay" or keepwell agreement) under which (A) any Person has directly or indirectly guaranteed any liabilities or obligations of any Sellers or Acquired Subsidiaries or (B) any Sellers or Acquired Subsidiaries have directly or indirectly guaranteed liabilities or obligations of any other Person; or

(ix) Contracts with any Business Employee earning base salary over $200,000 per annum or providing for change of control, retention or severance Liabilities in excess of such Liabilities arising from applicable Laws.

(b) Except with respect to any Bankruptcy-Related Default or payment default and except as to matters which would not reasonably be expected to have a Material Adverse Effect, each Material Contract included in the Purchased Assets is a legal, valid, binding and enforceable agreement of the applicable Sellers or Acquired Subsidiaries and is in full force and effect, and no Seller, Acquired Subsidiary nor, to the Knowledge of Sellers, any other party thereto is in default or breach under the terms of, or has provided any written notice to terminate or modify, any such Material Contract. To the Knowledge of Sellers, no Seller or Acquired Subsidiary is a party to a Material Contract that is an oral Contract.

(c) Complete and correct copies of (i) each Material Contract (including all waivers thereunder), (ii) all Contracts for Indebtedness, (iii) Contracts relating to any interest rate, currency or commodity derivatives or hedging transaction; and (iv) all current form Contracts related to the Business have been made available to Purchaser.

Section 5.11 Employees; Labor Matters.

(a) All of the information included on the Business Employee List, when provided, will be true and accurate as of a date that is on or within ten (10) Business Days prior to the date of provision. Sellers shall update and deliver to Purchaser an updated Business Employee List (i) at least five (5) Business Days prior to an Auction and (ii) ~~on or before two~~at least seven (~~2~~7) ~~Business Days following the entry of the Sale Orders~~days prior to the Closing Date to reflect any terminations and new hires and reallocations permitted or consented to by Purchaser pursuant to Section 7.1(b)(xiii) below.

(b) Sellers are and have been for the past three (3) years in compliance in all material respects with all applicable Laws relating to Business Employees and employment or engagement of labor, including all applicable Laws relating to wages, hours, overtime, employment standards, immigration, collective bargaining, employment discrimination, civil or human rights, accessibility, safety and health, workers' compensation, pay equity, classification of employees and independent contractors, and the collection and payment of payroll deductions, withholding and/or social security Taxes. Each of Seller and Acquired Subsidiary has met in all material respects all requirements required by Law or regulation relating to the employment of foreign citizens, including all requirements of Form I-9 Employment Verification, and no Seller nor Acquired Subsidiary currently employs, or has ever employed, any Person who was not permitted to work in the jurisdiction in which such Person was employed. Sellers and the

Acquired Subsidiaries have complied in all material respects with all Laws that could require overtime to be paid to any Business Employee.

(c) None of Sellers, Acquired Subsidiaries, or any of their respective Subsidiaries and Affiliates is delinquent in payment to any Business Employee for any material wages, fees, salaries, commissions, bonuses, or other direct compensation for service performed by them or amounts required to be reimbursed to such Business Employee or in any material payments owed upon any termination of such Business Employee's employment or engagement.

(d) Except as set forth on Section 5.11(d) of the Seller Disclosure Schedule, none of the Sellers nor Acquired Subsidiaries are a party to or otherwise bound by any collective bargaining agreement, voluntary recognition agreement, or other agreement with a labor union, works council or similar employee or labor organization applicable to any Business Employee, none of the Sellers or Acquired Subsidiaries are engaged in any labor negotiation with any labor union, works council or similar employee or labor organization applicable to any Business Employee, and, to the Knowledge of Sellers, there are no activities or proceedings of any labor union, works council or similar employee or labor organization to further organize any such Business Employees. Additionally, (i) there is no unfair labor practice charge or complaint pending before any applicable Governmental Authority relating to Sellers, Acquired Subsidiaries, or any Business Employee; (ii) there is no labor strike, material slowdown, material dispute, or material work stoppage or lockout pending or, to the Knowledge of Sellers, threatened against or affecting any of the Sellers or Acquired Subsidiaries, and none of the Sellers nor Acquired Subsidiaries has in the past three (3) years experienced any strike, material slowdown or material work stoppage, lockout or other collective labor action by or with respect to any Business Employee; (iii) there is no representation claim or petition pending before any applicable Governmental Authority; and (iv) there are no charges with respect to or relating to any of the Sellers or Acquired Subsidiaries pending before any applicable Governmental Authority responsible for the prevention of unlawful employment practices.

(e) To the Knowledge of Sellers, no current Business Employee is bound by any contract (including licenses, covenants or commitments of any nature) or subject to any judgment, decree or order of any Governmental Authority that would materially interfere with the use of such Business Employee's best efforts to promote the interests of Sellers or that would materially conflict with Sellers' business as currently conducted.

(f) No current Business Employee who is not treated as an employee for income Tax purposes by Sellers or Acquired Subsidiaries is an employee under applicable Laws or for any purpose, including, without limitation, for Tax withholding purposes or Benefit Plan purposes, and none of the Sellers nor Acquired Subsidiaries has any Liability by reason of any such individual, in any capacity, being improperly excluded from participating in any Benefit Plan. Each employee of Sellers and the Acquired Subsidiaries has been properly classified by Sellers as "exempt" or "non-exempt" under applicable Law.

Section 5.12 Benefits Plans and ERISA Compliance.

(a) Section 5.12(a) of the Seller Disclosure Schedule sets forth a true and complete list of each material Benefit Plan (a "**Company Benefit Plan**"); *provided*, that such

schedule shall not be required to include any employment Contract with a Business Employee earning a base salary of less than $200,000 per annum that does not provide for change of control, retention or severance Liabilities in excess of such Liabilities arising from applicable Laws (it being understood and agreed that such Contracts shall nonetheless be considered Company Benefit Plans for all purposes hereunder). With respect to each Company Benefit Plan, Sellers have provided to Purchaser or its counsel a true and complete copy, to the extent applicable, of: (i) each writing constituting a part of such Company Benefit Plan and all amendments thereto, and a written description of any material unwritten Company Benefit Plan; (ii) the most recent annual report and accompanying schedules; (iii) the current summary plan description, employee booklet or other communication to employees or former employees relating to the Company Benefit Plan and any summaries of material modifications; (iv) the most recent annual financial statements and actuarial reports; (v) the most recent determination or opinion letter received by any of the Sellers from the IRS or the Canada Revenue Agency regarding the tax-qualified status of such Company Benefit Plan; (vi) the most recent written results of all required compliance testing; and (vii) copies of any material non-ordinary course correspondence with the IRS, U.S. Department of Labor, FSRA or other Governmental Authority. There has been no amendment to, announcement by any of the Sellers or the Acquired Subsidiaries relating to any Company Benefit Plan which would increase materially the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year.

(b) Each Company Benefit Plan (and each related trust, insurance contract or fund) has been established, administered and funded in accordance with its express terms in all material respects, and in compliance in all material respects with all applicable Laws, including ERISA, the IRC, the PBA and the Tax Act. There are no pending or, to the Knowledge of Sellers, threatened actions, claims or lawsuits against or relating to the Company Benefit Plans (other than routine benefits claims). To the Knowledge of Sellers, neither Sellers nor any "party in interest" or "disqualified person" with respect to a Company Benefit Plan has engaged in a non-exempt "prohibited transaction" within the meaning of Section 4975 of the IRC or Section 406 of ERISA. To the Knowledge of Sellers, no fiduciary (within the meaning of Section 3(21) of ERISA) has breached any fiduciary duty with respect to a Company Benefit Plan or otherwise has any Liability in connection with acts taken (or the failure to act) with respect to the administration or investment of the assets of any Company Benefit Plan.

(c) To the Knowledge of Sellers, no Company Benefit Plan is presently under audit or examination (nor has written notice been received of a potential audit or examination) by any Governmental Authority. Other than as a result of the Bankruptcy Cases, all material payments required to be made by any of the Sellers or the Acquired Subsidiaries under, or with respect to, any Company Benefit Plan (including employer and employee contributions, distributions, reimbursements, premium payments or intercompany charges) with respect to all prior periods have been timely made or accrued for in Sellers' and the Acquired Subsidiaries' Books and Records. There is not now, nor, do any circumstances exist that could give rise to, any requirement for the posting of security with respect to a Benefit Plan or the imposition of any Lien on the assets of any of the Sellers or Acquired Subsidiaries under ERISA, the IRC, the PBA or the Tax Act.

(d) With respect to each Company Benefit Plan that is intended to qualify under Section 401(a) of the IRC, such Company Benefit Plan, and its related trust, has at all times since its adoption been so qualified and has received a current determination letter (or is the subject of a current opinion letter in the case of any prototype plan) from the IRS on which Sellers can rely that it is so qualified and that its trust is exempt from Tax under Section 501(a) of the IRC, and nothing has occurred with respect to the operation of any such plan which could reasonably be expected to cause the loss of such qualification or exemption or the imposition of any material Liability, penalty or Tax under ERISA or the IRC. No stock or other securities issued by any of the Sellers or Acquired Subsidiaries forms or has formed any part of the assets of any Benefit Plan that is intended to qualify under Section 401(a) of the IRC or of the assets held in any of the Funding Arrangements for the Canadian Pension Plans.

(e) No Company Benefit Plan is, and none of the Sellers, Acquired Subsidiaries nor any ERISA Affiliate have ever sponsored, established, maintained, contributed to or been required to contribute to, or in any way has any Liability (whether on account of an ERISA Affiliate or otherwise), directly or indirectly, with respect to any plan that is, (i) subject to Title IV or Section 302 of ERISA or Section 412, 430 or 4971 of the IRC or a "defined benefit" plan within the meaning of Section 414(j) of the IRC or Section 3(35) of ERISA (whether or not subject thereto), (ii) a Multiemployer Plan, (iii) a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA, (iv) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), or (v) a plan maintained in connection with any trust described in Section 501(c)(9) of the IRC. None of the Sellers, Acquired Subsidiaries nor any ERISA Affiliate has withdrawn at any time within the preceding six years from any Multiemployer Plan, or incurred any withdrawal Liability which remains unsatisfied, and no events have occurred and no circumstances exist that could reasonably be expected to result in any such Liability to any of the Sellers or Acquired Subsidiaries.

(f) No event has occurred and no condition exists that would reasonably be expected to subject Sellers or the Acquired Subsidiaries to any (i) Tax, penalty, fine, (ii) Liens (other than Liens that arise by operation of Law in Canada in respect of required employer contributions to the Canadian Pension Plans that are accrued but not yet due), or (iii) other liability imposed by ERISA, the IRC, the PBA, the Tax Act or other applicable Laws, in the case of (i), (ii) or (iii), in respect of any employee benefit plan maintained, sponsored, contributed to, or required to be contributed to by any ERISA Affiliate (other than Sellers or Acquired Subsidiaries).

(g) None of the Company Benefit Plans provide, and none of the Sellers nor Acquired Subsidiaries has any current or potential obligation to provide, medical, health, life or other welfare benefits after the termination of a Business Employee's employment or engagement, as applicable, except as may be required by Section 4980B of the IRC and Section 601 of ERISA or any other applicable Law. Except as disclosed on Section 5.12(g) of the Seller Disclosure Schedule, no Company Benefit Plan that provides group health benefits is a self-insured arrangement by any of the Sellers or funded through a trust. None of the Sellers nor Acquired Subsidiaries has incurred, or is reasonably expected to incur or to be subject to, any material Tax or other penalty with respect to the reporting requirements under Sections 6055 and 6056 of the IRC, as applicable, or under Section 4980B, 4980D or 4980H of the IRC. Except for

the Canadian Pension Plans, none of the Company Benefit Plans provides any retirement, pension or supplemental pension benefits to any Canadian employees or former Canadian employees of Sellers.

(h) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any payment becoming due, or increase the amount of any compensation or benefits due, to any Business Employee or with respect to any Company Benefit Plan; (ii) increase any benefits otherwise payable under any Company Benefit Plan; (iii) result in the acceleration of the time of payment or vesting of any such compensation or benefits, or the forgiveness of indebtedness of any Business Employee; or (iv) result in an obligation to fund or otherwise set aside assets to secure to any extent any of the obligations under any Company Benefit Plan. No Person is entitled to receive any additional payment (including any Tax gross-up or other payment) from any of the Sellers or the Acquired Subsidiaries as a result of the imposition of the excise Taxes required by Section 4999 of the IRC or any Taxes required by Section 409A of the IRC.

(i) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) result in any payment or benefit (whether in cash or property or the vesting of property) to any "disqualified individual" (as such term is defined in U.S. Treasury Regulation Section 1.280G-1) that could, individually or in combination with any other such payment, constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the IRC).

(j) Each Benefit Plan that is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the IRC) is in documentary compliance with, and has been administered in compliance with, Section 409A of the IRC and applicable guidance thereunder in all material respects and no amount under such Benefit Plan is or has been subject to the interest and additional Tax set forth under Section 409A(a)(1)(B) of the IRC.

(k) All data necessary to administer each Company Benefit Plan is in the possession of Sellers or their agents and is in a form which is sufficient for the proper administration of the Company Benefit Plan in accordance with its terms and all Laws and such data is complete and correct, in each case, except as would not reasonably be expected to be materially adverse to the Business.

(l) With respect to the Canadian Pension Plans:

(i) Other than the Canadian Pension Plans, no other Company Benefit Plan is a "registered pension plan" as defined in subsection 248(1) of the Tax Act;

(ii) Except for the Salaried DB Plan and the Hourly DB Plan, none of the Canadian Pension Plans contains a "defined benefit" provision as defined in subsection 147.1(1) of the Tax Act;

(iii) All employer contributions required to be made to the Canadian Pension Plans to the date hereof have been made or properly accrued in accordance with the terms of such plans and Laws. All employee contributions to the Canadian Pension Plans

required to the date hereof have been properly withheld by Sellers and have been fully paid into the Funding Arrangement for each respective Canadian Pension Plan;

(iv) To the Knowledge of Sellers, nothing has occurred which would result in the revocation of the registration of any of the Canadian Pension Plans under the Tax Act and the PBA or any applicable provincial pension legislation. All amounts paid by Sellers under the provisions of the Canadian Pension Plans will be deductible for income tax purposes; and

(m) Neither the Salaried DB Plan nor the Hourly DB Plan had a going concern unfunded liability, a solvency deficiency or a wind-up deficiency, as at December 31, 2021, calculated on a basis using the methods and assumptions contained in the actuarial valuation reports filed in respect of such plans with the FSRA pursuant to the PBA as at December 31, 2021.

(n) All Benefit Plans subject to the Laws of any jurisdiction outside of the United States or Canada or that covers any Business Employee residing or working outside of the United States or Canada (each, a "**Foreign Benefit Plan**") (i) if they are intended to qualify for special tax treatment, meet requirements for such treatment in all material respects and, to the Knowledge of Sellers, there are no existing circumstances or events that have occurred that could reasonably be expected to affect adversely the special tax treatment with respect to such Foreign Benefit Plan, (ii) if they are intended to be funded and/or book-reserved, are fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions, and (iii) if intended or required to be qualified, approved or registered with a Governmental Authority, is and has been so qualified, approved or registered and nothing has occurred that could reasonably be expected to result in the loss of such qualification, approval or registration, as applicable.

Section 5.13 [Reserved].

Section 5.14 Insurance. Section ~~5.12~~5.14 of the Seller Disclosure Schedule sets forth all material insurance policies maintained by Sellers and the Acquired Subsidiaries with respect to the Purchased Assets. All such policies are in full force and effect and Sellers and Acquired Subsidiaries have complied with the terms thereof in all material respects.

Section 5.15 Environmental Matters.

(a) Except as set forth in Section 5.15 of the Seller Disclosure Schedule (as updated pursuant to the terms of the Original Asset Purchase Agreement):

(i) Each Seller, Acquired Subsidiary, and the Purchased Assets are, and have for the past three (3) years have been, in compliance with all applicable Environmental Laws in all material respects (which compliance includes obtaining, maintaining and complying with all Environmental Permits in connection with the operation of the Business and the ownership or use of the Purchased Assets);

(ii) There are no Environmental Claims pending or, to the Knowledge of Sellers, threatened against Seller or the Acquired Subsidiaries in connection with the conduct or operation of the Business, or the ownership or use of the Purchased Assets, and Sellers and

Acquired Subsidiaries are not subject to any pending Actions or orders or threatened Actions or orders for Environmental Liabilities, and, to the Knowledge of Sellers, there are no past or present actions, activities, circumstances, conditions, events or incidents that could form the basis of any Environmental Claim in connection with the conduct or operation of the Business or the ownership or use of the Purchased Assets or otherwise result in any Environmental Liabilities;

(iii) To the Knowledge of Sellers, there are currently no investigations of the conduct or operation of the Business or the ownership or use of the Purchased Assets, the Owned Real Property, the Leased Real Estate, or any other real property, pending or threatened that would reasonably be expected to result in material Environmental Liabilities;

(iv) There has been no Environmental Release of Hazardous Materials by any Seller, any Affiliates of any Seller, or to the Knowledge of Sellers by any other Person in connection with the Business or Purchased Assets, in contravention of Environmental Law that could, after the Closing Date, materially prevent, impede, or increase the costs associated with the ownership, lease, operation, performance, or use of the Purchased Assets, the Business, or any of the Owned Real Property or Leased Real Estate or any other assets of Sellers or the Acquired Subsidiaries as currently conducted;

(v) There has been no generation, treatment, storage, disposal, or transport of Hazardous Materials in contravention of Environmental Laws by the Business, and to the Knowledge of Sellers, no Hazardous Materials have been disposed of on any of the Purchased Assets, the Owned Real Property or Leased Real Estate, in violation of applicable Environmental Laws;

(vi) Sellers and the Acquired Subsidiaries have not received an Environmental Notice that any of the Purchased Assets, the Business, Owned Real Property, Leased Real Estate or any other real property currently or formerly owned, leased or operated by any Seller or Acquired Subsidiary in connection with its business operations (including soils, groundwater, surface water, and Structures located thereon) has been contaminated with any Hazardous Materials which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or the terms of any Environmental Permit by, Sellers, the Acquired Subsidiaries, or any of the Purchased Assets;

(vii) No Seller nor Acquired Subsidiary has assumed any liability or agreed to indemnify any Person for any material liability or obligation arising under or relating to Environmental Laws; and

(viii) To the Knowledge of Sellers, neither the conduct nor operation of the Business or the ownership or use of the Purchased Assets has given rise to exposure of employees or any other Person to, or an Environmental Release in excess of any applicable limits or standards under Environmental Laws that that would reasonably be expected to result in any material Environmental Liabilities.

(b) Each Seller and Acquired Subsidiary has made available to Purchaser copies of all material environmental reports, compliance audits, health and safety audits and

inspections, site assessments, notices of violation, written complaints or written claims in connection with the conduct or operation of the Business or the ownership or use of the Purchased Assets and any real property currently or formerly owned, leased, or operated by such Person in connection with the conduct or operation of the Business or the ownership or use of the Purchased Assets, in each case which are in the possession or under the reasonable control of Sellers and related to compliance with or liability under Environmental Laws, Environmental Permits, and Hazardous Materials.

(c) No Seller nor Acquired Subsidiary is required by any Environmental Law, as a result of the transactions contemplated hereby, (i) to perform a site assessment for Hazardous Materials, (ii) to remove or remediate Hazardous Materials, or (iii) to give notice to or receive approval from any Governmental Authority pursuant to Environmental Laws.

Section 5.16 No Brokers. Except as set forth in Section ~~5.14~~5.16 of the Seller Disclosure Schedule, no Person has acted, directly or indirectly, as a broker or financial advisor for Sellers in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

Section 5.17 Taxes.

(a) Except as set forth in Section 5.17 of the Seller Disclosure Schedule, (i) all material Tax Returns required to be filed by or on behalf of any Seller or Acquired Subsidiary have been duly and timely filed, and all such Tax Returns are true, correct and complete in all material respects, (ii) other than with respect to US federal Income Taxes for 2021 and 2022 taxable years, all material Taxes due and payable by any Seller or Acquired Subsidiary, whether or not shown on any such Tax Return, have been timely paid, and (iii) there are no Liens for Taxes with respect to the Purchased Assets, other than Permitted Liens.

(b) No Seller nor Acquired Subsidiary is the subject of any Action with respect to Taxes or its Tax Returns nor has any such Action been threatened in writing (or, to the Knowledge of Sellers, otherwise).

(c) Each Seller and Acquired Subsidiary has timely withheld and paid, or caused to be paid, all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any Person or Governmental Authority and all IRS Forms W-2 and Forms 1099 (or any other applicable form) with respect thereto have been properly and timely distributed.

(d) No Seller nor Acquired Subsidiary has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which waiver or extension remains outstanding. There are no pending or threatened audits, investigations, disputes, notices of deficiency, claims or other proceedings for or relating to any liability for Taxes.

(e) No Seller nor Acquired Subsidiary is a party to any "closing agreement" as described in Section 7121 of the IRC (or any similar provision of state, local or foreign Law) or any other agreement with any Governmental Authority with respect to Taxes. No private letter

ruling, technical advice memoranda or similar rulings have been requested or issued by any Governmental Authority with respect to any Seller or Acquired Subsidiary.

(f) No Seller nor Acquired Subsidiary is a party to any Tax allocation, indemnification or sharing agreement. No Seller nor Acquired Subsidiary (i) has been a member of an affiliated group filing a consolidated federal income Tax Return, or (ii) has liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by Contract, or otherwise.

(g) No claim has been made in writing by any Governmental Authority in a jurisdiction where a Seller or Acquired Subsidiary does not file Tax Returns that such Seller or Acquired Subsidiary is or may be subject to taxation by that jurisdiction.

(h) The U.S. federal income tax classification and place of Tax residence of each Seller and Acquired Subsidiary is listed in Section ~~5.15~~5.17 of the Disclosure Schedule.

(i) The Canadian Seller is not a non-resident of Canada within the meaning of the Tax Act.

(j) The Canadian Seller is a registrant for purposes of Part IX of the ETA and its registration number is 122221641 RT0001.

(k) Each Seller and Acquired Subsidiary is duly registered for the purposes of value added tax in the jurisdictions it is required to register, if any, and has complied in all material respects with all requirements concerning value added Taxes in such jurisdictions.

(l) No Seller nor Acquired Subsidiary has been a party to or otherwise involved in any transaction, scheme or arrangement or series of transactions, schemes of arrangements that is or forms part of a scheme for the avoidance of Tax or of which the main purpose or objective (or one of the main purposes or objectives) is to obtain a Tax advantage or which can reasonably be considered as such, or meets any hallmark set out in Annex IV of the Council Directive of 25 May 2018 (2018/822/EU) amending Directive 2011/16/EU (DAC6).

(m) The Canadian Seller has duly and timely collected all material amounts on account of all transfer taxes, including HST/GST and provincial or territorial property or sales taxes, required by applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such material amounts required by applicable Law to be remitted by it where the failure to do so would be capable of forming or resulting in a Lien on or other claim against or seizure of all or any part of the Purchased Assets of the Canadian Seller.

Section 5.18 Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

(a) No Seller, Acquired Subsidiary, director, manager, officer, nor, to the Knowledge of Sellers, any employee, agent or third party acting on behalf of Sellers or the Acquired Subsidiaries, is a Sanctioned Person. Sellers and Acquired Subsidiaries (i) maintain and comply with an economic sanctions compliance program reasonably designed to ensure compliance with applicable Sanctions and (ii) do not, directly or, to the Knowledge of Sellers,

indirectly, conduct business in any manner that would result in a violation of applicable Sanctions.

(b) No Seller, Acquired Subsidiary, director, manager, officer, nor, to the Knowledge of Sellers, any employee or agent of Sellers, has materially violated, been found in violation of or been charged or convicted under, or is under investigation by any Governmental Authority for possible violation of, any applicable Anti-Corruption Laws, EX-IM Laws or Sanctions.

(c) No Seller, Acquired Subsidiary, director, manger, officer, nor, to the Knowledge of Sellers, any employee or agent of Sellers or the Acquired Subsidiaries, has taken any action, directly or indirectly, in violation by such persons of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), COFPOA and the rules and regulations thereunder, including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, loan, reward, advantage, benefit of any kind or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA and COFPOA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or COFPOA. Each Seller and Acquired Subsidiary has conducted its business during the past three (3) years in material compliance with the FCPA and COFPOA and has instituted and maintains written policies and procedures designed to ensure continued compliance therewith.

(d) Each Seller and Acquired Subsidiary has established procedures and controls which it reasonably believes are adequate (and otherwise comply with applicable Law) to ensure that such Seller, Acquired Subsidiary and each of its direct or indirect subsidiaries is and will continue to be in compliance with all applicable money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Anti-Money Laundering Laws**"); and (i) the operations of Sellers and the Acquired Subsidiaries are and have been conducted at all times during the past three (3) years in compliance with Anti-Money Laundering Laws, and (ii) as of the date hereof, no Action by or before any court or Governmental Authority involving Sellers with respect to the Anti-Money Laundering Laws is pending or threatened in writing.

(e) No Seller or Acquired Subsidiary is in violation of applicable EX-IM Laws. During the past three (3) years, each Seller and Acquired Subsidiary has conducted its business in compliance with the EX-IM Laws and has instituted and maintains policies and procedures to ensure continued compliance therewith.

Section 5.19 Investment Canada Act. Neither the Canadian Seller nor any entity it controls carries on a "cultural business" within the meaning of the Investment Canada Act.

Section 5.20 No Other Representations and Warranties. Sellers acknowledge that the representations and warranties contained in ARTICLE VI are the only representations or warranties given by Purchaser and that all other express or implied representations and

warranties are disclaimed. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE V, THE CONSENT OF A PARTY TO THE CLOSING SHALL CONSTITUTE A WAIVER BY SUCH PARTY OF ANY CONDITIONS TO CLOSING NOT SATISFIED AS OF THE CLOSING DATE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (WHICH REPRESENTATIONS AND WARRANTIES SHALL NOT SURVIVE CLOSING), SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS, INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL OR REAL PROPERTY COMPRISING A PART OF THE PURCHASED ASSETS OR WHICH IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSIGNED TO PURCHASER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE PURCHASED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS, THE BUSINESS OR THE ASSUMED LIABILITIES OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE PURCHASED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PURCHASED ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PURCHASED ASSETS AND ASSUMPTION OF THE ASSUMED LIABILITIES, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE V, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, UPON THE CLOSING DATE, PURCHASER WILL ACCEPT THE PURCHASED ASSETS AND ASSUMED LIABILITIES AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as of the date hereof that:

Section 6.1 **Corporate Existence and Qualification**. Purchaser (a) is a Delaware corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has all requisite power and authority to carry on its business as it is now being conducted and (b) is duly qualified to conduct business and is in good standing in each other

jurisdiction where its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to prevent, hinder or impair the ability of Purchaser to perform its obligations under this Agreement.

Section 6.2 Corporate Power, Authorization, Enforceable Obligations. The execution, delivery and performance by Purchaser of the Transaction Documents to which it is a party: (a) are within Purchaser's organizational power; (b) have been duly authorized by all necessary organizational action; (c) do not contravene any provision of its Fundamental Documents; and (d) do not violate any Laws. This Agreement has been, and each of the other Transaction Documents to the extent Purchaser is a party thereto shall be, duly executed and delivered by Purchaser, and this Agreement constitutes, and each other Transaction Document when executed by Purchaser shall constitute, a legal, valid and binding obligation of Purchaser enforceable against it in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally and (ii) general principles of equity, regardless of whether enforcement is sought in a proceeding at law or in equity.

Section 6.3 Consents and Approvals. Except for any such requirements, the failure of which to be obtained or made would not reasonably be expected to prevent, impede or materially delay or otherwise affect in any material respect the Sale, and assuming the truth and correctness of the representations and warranties of Sellers set forth in Section 5.6(d) hereof, no Consent of any Governmental Authority or any third party is required to be made or obtained by Purchaser in connection with the execution, delivery, and performance by Purchaser of this Agreement or any of the other Transaction Documents to which Purchaser is a party, except for the Competition Act Clearance (if required).

Section 6.4 Financial Ability.

(a) Purchaser has, and on the Closing Date will have, access to sufficient cash on hand to allow Purchaser to perform all of its obligations under this Agreement, including (i) payment or satisfaction of Cure Costs and other Assumed Liabilities required to be paid on the Closing Date and (ii) all fees and expenses to be paid by Purchaser related to the transactions contemplated by this Agreement. Purchaser is capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the US Bankruptcy Code and section 11.3(3)(b) of the CCAA with respect to adequate assurance of future performance under the Purchased Contracts.

(b) Purchaser has the legal right on behalf of the Pre-Petition Term Lenders to make, or to direct one or more of its Affiliates to make, a credit bid(s) pursuant to section 363 of the US Bankruptcy Code in order to pay the Credit Bid portion of the Purchase Price, pursuant to the Bid Direction Letter or other evidence satisfactory to Sellers that Purchaser is authorized to ~~made~~make, or to direct one or more of its Affiliates to make, the Credit Bid on behalf of the Pre-Petition Term Lenders.

Section 6.5 **No Brokers**. No Person has acted, directly or indirectly, as a broker for Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

Section 6.6 **Sales Tax**. If applicable, Purchaser, or its Affiliate designee, is, or will be prior to the Closing, registered under the ETA and the corresponding provisions of any applicable provincial sales or value-added tax laws, as applicable, with respect to ETA Tax or any applicable similar provincial or retail sales tax, in each case, for Canadian Tax purposes. Purchaser, or its Affiliate designee, has provided, or will provide at the Closing, the Canadian Seller with its registration numbers for such taxes.

Section 6.7 **Investment Canada Act**. Purchaser is a "free trade investor" that is not a "state-owned enterprise" within the meaning of the Investment Canada Act.

Section 6.8 **No Other Representations and Warranties**. Purchaser acknowledges that the representations and warranties contained in ARTICLE V are the only representations or warranties given by Sellers and that all other express or implied representations and warranties are disclaimed. Purchaser is an informed and sophisticated purchaser, and has engaged expert advisors, experienced in the evaluation and purchase of properties and assets such as the Purchased Assets and assumption of liabilities such as the Assumed Liabilities as contemplated hereunder. Purchaser has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Purchaser acknowledges that Sellers have given Purchaser reasonable and open access to the key employees, documents and facilities of the Business. Purchaser acknowledges and agrees that the Purchased Assets are being sold on an "as is, where is" basis and Purchaser agrees to accept the Purchased Assets and the Assumed Liabilities in the condition they are in on the Closing Date based on its own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Purchaser acknowledges that Sellers make no representation or warranty with respect to (a) any projections, estimates or budgets delivered to or made available to Purchaser of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future prospects or operations of the Business or (b) any other information or documents made available to Purchaser or its counsel, accountants or advisors with respect to the Business, except as expressly set forth in this Agreement. Purchaser acknowledges and agrees with the provisions of Section 5.16 herein.

ARTICLE VII
COVENANTS

Section 7.1 Conduct of Business Pending Closing.

(a) Except (i) as otherwise expressly contemplated by this Agreement, the other Transaction Documents or Section 7.1(a) of the Seller Disclosure Schedule, (ii) as required by any Governmental Order relating to COVID-19, or (iii) with the prior written consent of Purchaser or approval of the US Bankruptcy Court or the CCAA Court, as applicable, during the period from and after the date hereof until the earlier of termination of this Agreement or the Closing Date, Sellers shall, and shall cause the Acquired Subsidiaries to, conduct the Business in all material respects in the ordinary course of business, including meeting all obligations post-Filing Date relating to the Business as they become due. Except (A) as otherwise expressly contemplated by this Agreement, the other Transaction Documents or Section 7.1(a) of the Seller Disclosure Schedule, (B) as required by any Governmental Order relating to COVID-19, (C) as may be required in connection with or as a result of the Bankruptcy Cases or any Governmental Order, or (D) with the prior written consent of Purchaser, during the period from and after the date hereof until the earlier of termination of this Agreement and the Closing Date, Sellers shall, and shall cause the Acquired Subsidiaries to, use commercially reasonable efforts to (i) preserve and maintain their relationships with their customers, suppliers, unions, partners, lessors, licensors, licensees, contractors, distributors, agents, officers, employees and other Persons with which they have significant business relationships material to the Business except in relation to the Contracts of the Business that are determined not to become Purchased Contracts in accordance with this Agreement; *provided* that nothing herein shall prevent Sellers or the Acquired Subsidiaries from commencing or defending any Action against or by any such Person in connection with the claims of such Person in the Bankruptcy Cases; (ii) preserve and maintain the Purchased Assets, ordinary wear and tear excepted; (iii) preserve the ongoing operations of the Business; (iv) maintain the Books and Records in all material respects in the ordinary course of business; (v) comply in all material respects with all applicable Laws (including Environmental Laws); (vi) not enter into any business, arrangement or otherwise take any action that would reasonably be expected to have a Material Adverse Effect on the ability of Sellers, the Acquired Subsidiaries or Purchaser to obtain any approvals of any Governmental Authority for this Agreement and the transactions contemplated hereby; and (vii) not dispose of any Owned Real Property or Leased Real Estate and, except in the ordinary course of business or as previously disclosed to or known by Purchaser, not modify, amend or terminate any of the Leases, and (viii) to the extent permitted after the filing of the Bankruptcy Cases, the DIP Orders, or by Order of the US Bankruptcy Court or the CCAA Court, as applicable, pay all applicable Taxes as such Taxes become due and payable. Purchaser acknowledges that the Designated Location has been placed into an idle state and employees primarily employed at the Designated Location have been placed on temporary layoff, and in the case of salaried employees primarily employed at the Designated Location, temporarily redeployed by the Canadian Seller.

(b) Without limiting the generality of the foregoing, except as otherwise expressly contemplated by this Agreement, the other Transaction Documents, Section 7.1(b) of the Seller Disclosure Schedule or with the prior written consent of Purchaser or approval of the US Bankruptcy Court or the CCAA Court, as applicable, during the period from and after the

date hereof until the earlier of termination of this Agreement and the Closing Date, each Seller shall not, and shall cause the Acquired Subsidiaries not to, do any of the following:

(i) with respect to the Equity Securities of Holdings, declare, set aside or pay any dividends (payable in cash, stock, property or otherwise) on, make any other distributions in respect of such Equity Securities, or redeem any of such Equity Securities;

(ii) issue, deliver, sell, pledge or otherwise encumber or subject to any Lien the Equity Securities of any Seller or Acquired Subsidiary;

(iii) amend their Fundamental Documents;

(iv) form any Subsidiary;

(v) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of, or by any other manner, any business, corporation, partnership, joint venture, association or other business organization or division thereof, of another Person;

(vi) sell, assign, license, transfer, convey, lease, encumber, allow to lapse or expire or otherwise dispose of any Purchased Assets, other than in the ordinary course of business;

(vii) other than with respect to the DIP Facility (as it may be amended), incur any Indebtedness for borrowed money or make any payments in respect of any Indebtedness for borrowed money;

(viii) cancel or compromise any material debt or claim or waive or release any material right, in each case, that is a Purchased Asset or Assumed Liability;

(ix) pay, loan or advance any amount to, or sell, transfer or lease any properties or assets (real, personal or mixed, tangible or intangible) to, purchase any properties or assets from, or enter into any (A) Material Contract, (B) Contracts for material Indebtedness, or (C) Contract relating to any interest rate, currency or commodity derivatives or hedging transaction with any of Sellers' executive officers or directors (or immediate family members thereof), other than payment of compensation and benefits in the ordinary course of business, including reimbursement of otherwise reimbursable legal fees and expenses of Sellers' directors;

(x) other than in accordance with Section 2.5 hereof, assume, reject or amend, restate, supplement, modify, waive or terminate any (A) Material Contract, (B) Contract for Indebtedness, (C) Contract relating to any interest rate, currency or commodity derivatives or hedging transaction, (D) material Permit or (E) Intellectual Property right or enter into any settlement of any claim that (1) is outside the ordinary course of business, (2) delays the Closing, (3) relates to a Material Contract, or (4) subjects any Seller to any material non-compete or other similar material restriction on the conduct of its Business that would be binding following the Closing;

(xi) fail to maintain and keep in full force and effect all existing insurance policies, other than (A) expiration of insurance policies that expire by their terms (in which event Sellers shall use reasonable efforts to renew or replace such insurance policies with insurance policies offering commensurate levels of coverage) or (B) immaterial changes to such insurance policies made in the ordinary course of business;

(xii) adopt or change any method of accounting (except as required by changes in GAAP), make, change or revoke any Tax election, change any annual Tax accounting period, file any amended Tax Return, enter into any closing agreement, settle or compromise any Tax claim or assessment, surrender any right to claim a Tax refund, consent to the extension or waiver of the limitations period applicable to any Tax claim or assessment, except as required by Law;

(xiii) other than as required by a Benefit Plan set forth on Section 5.9(a) of the Seller Disclosure Schedule, applicable Law or as explicitly contemplated hereunder or with respect to Excluded Employees, (A) increase the compensation or benefits of any Business Employee, other than increases in the ordinary course of business to Business Employees who are not Retention Eligible Employees, (B) accelerate the vesting or payment of any compensation or benefits of any Business Employee, (C) enter into, amend or terminate any Benefit Plan (or any plan, program, agreement or arrangement that would be a Benefit Plan if in effect on the date hereof) or grant, amend or terminate any awards thereunder, (D) fund any payments or benefits that are payable or to be provided under any Benefit Plan, (E) terminate without "cause" (as determined consistent with past practice) any Retention Eligible Employee, (F) hire or engage any new Business Employee, other than in replacement of a departed Business Employee (other than a Retention Eligible Employee) in the ordinary course of business, (G) make or forgive any loan to any Business Employee (other than advancement of expenses in the ordinary course of business consistent with past practices), (H) enter into, amend or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar employee or labor organization (or enter into negotiations to do any of the foregoing), (I) recognize or certify any labor union, works council, bargaining representative, or any other similar organization as the bargaining representative for any Business Employee, (J) implement or announce any employee layoffs, furloughs, reductions in force, reductions in compensation, hour or benefits, work schedule changes or similar actions that could implicate the U.S. Worker Adjustment and Retraining Notification Act or any similar state, local or foreign law, or (K) waive or release any noncompetition, nonsolicitation, nondisclosure, noninterference, nondisparagement, or other restrictive covenant obligation of any Business Employee; or

(xiv) agree or commit to take any of the foregoing actions.

Notwithstanding the foregoing, Purchaser hereby consents to the entry into a forbearance with respect to the DIP Facility through the End Date, including the establishment of the revised DIP Budget in connection therewith.

Section 7.2 Access to Information. Until the Closing Date, Sellers shall, and shall cause the Acquired Subsidiaries to, (a) afford to the Purchaser Advisors access during normal business hours and upon advance notice to the Purchased Assets and Sellers' and Acquired Subsidiaries' properties, respectively, (including access to existing environmental reports and for

purposes of conducting environmental assessments), Books and Records and Contracts; (b) make available or cause to make available to the Purchaser Advisors copies of all such Contracts, Books and Records and other existing documents and data as the Purchaser Advisors may request, including any financial data filed with the US Bankruptcy Court or the CCAA Court or otherwise provided to any lender under any Indebtedness of Sellers; and (c) make available or cause to make available to the Purchaser Advisors during normal business hours and upon advance notice the appropriate management personnel of Sellers and Acquired Subsidiaries (and shall use reasonable efforts to cause their attorneys, accountants and other professionals to be made available) for discussion of the Business, the Purchased Assets, the Assumed Liabilities and personnel as Purchaser may request, in each case so long as such access does not unreasonably interfere with the operations of Sellers or the Acquired Subsidiaries; *provided, however,* that nothing in this Section 7.2 or otherwise shall require Sellers to furnish to the Purchaser Advisors any confidential materials prepared by Sellers' financial advisors or legal advisors or any materials subject to any attorney-client or other privilege or to the extent disclosure thereof would result in a violation of Law or breach of an agreement or other obligation; *provided, further, however,* that Sellers shall, and shall cause the Acquired Subsidiaries to, use reasonable efforts in cooperating with any requests for, and use reasonable efforts to obtain any, waivers that would enable any otherwise required disclosure to the other party to occur without so jeopardizing any such privilege or contravening such applicable Law, agreement, or other obligation.

Section 7.3 Consents. Sellers shall, and shall cause the Acquired Subsidiaries to, use commercially reasonable efforts to cooperate with Purchaser's efforts to solicit and obtain all Consents or Orders required for the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, including with respect to any Contracts designated to be Purchased Contracts in accordance with Section 2.5 hereof; *provided, however,* that Sellers and the Acquired Subsidiaries shall not be obligated to bear any out-of-pocket expenses in connection with such efforts.

Section 7.4 Competition Act Clearance. Unless agreed by the parties that the Competition Act Clearance is not required:

(a) Without limiting the generality of Section 7.3, as soon as reasonably practicable: (i) Purchaser shall, with the assistance of and, in consultation with, Sellers, promptly file a submission with the Commissioner of Competition requesting an ARC under section 102 of the Competition Act in respect of the transactions contemplated by this Agreement and, in lieu thereof, request a No Action Letter in furtherance of obtaining the Competition Act Clearance; and (ii) unless otherwise agreed to by the parties, each of Purchaser and Sellers shall file a pre-merger notification form with the Commissioner of Competition pursuant to section 114(1) of the Competition Act.

(b) Purchaser shall pay 100% of all filing fees incurred in connection with the Competition Act Clearance.

(c) In connection with obtaining the Competition Act Clearance, each party shall and shall ensure each of its respective Affiliates:

(i) use its commercially reasonable efforts to obtain Competition Act Clearance as promptly as possible;

(ii) cooperate and provide information and assistance that is reasonably requested by the other party to obtain the Competition Act Clearance and in respect of any notification, application, filing or response to information requests or submission related to the Competition Act Clearance, and to consult with the other party on the preparation of all applicable notifications, information documentation and submissions supplied to or filed with any Governmental Authority, and provide reasonable opportunity to the other party to comment on such applications, notifications, information, documentation and submissions to be supplied to or filed with any Governmental Authority;

(iii) respond promptly to any requests for information from any Governmental Authority (including in respect of any supplementary information requests);

(iv) keep the other party reasonably informed as to the status of and proceedings relating to obtaining the Competition Act Clearance, including providing the other party with a copy or summary of all communications with or received from a Governmental Authority; and

(v) not independently participate in any meeting or discussion with any Governmental Authority in respect of the Competition Act Clearance without giving the other party reasonable prior notice of the meeting or the discussion and, to the extent permitted by the Governmental Authority, the opportunity to attend and participate.

(d) Notwithstanding any requirement in this Section 7.4 or any other provisions in this Agreement, to the extent that any information provided by any party is deemed to be competitively sensitive by such party, such information shall be provided only to external counsel for the other party on an external counsel only basis, provided that a redacted version of such information is also provided to such other party.

Section 7.5 [Reserved]

Section 7.6 Further Assurances.

(a) At any time and from time to time after the date hereof, Sellers and Purchaser agree to use their respective reasonable efforts to cooperate with each other and (i) at the reasonable request of the other party, execute and deliver any Instruments or documents and (ii) take, or cause to be taken, all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder as promptly as practicable; *provided, however,* that notwithstanding anything to the contrary in this Agreement, (i) Sellers shall be entitled to take any actions as are required in connection with the discharge of the fiduciary duties of Sellers' board of directors, board of managers, or such similar governing body, including to terminate this Agreement, and (ii) Sellers' obligations pursuant to this Section 7.6 shall only continue until the later of one hundred twenty (120) days following the Closing and when the applicable Bankruptcy Case is terminated in respect of such Seller.

(b) Following the Closing, for the purposes of Sellers (i) preparing or reviewing Tax Returns, (ii) monitoring or enforcing rights or obligations under this Agreement, (iii) defending third-party lawsuits or complying with the requirements of any Governmental Authority, or (iv) any other reasonable business purpose, including assistance with the administration, wind-down, conversion, and closing of the Bankruptcy Cases (or any subsequent proceedings), the review of claims in connection with any claims process, the dissolution of Sellers, and related tax and other administrative matters, (x) upon reasonable notice, Purchaser shall permit Sellers, their counsel, and their other professionals reasonable access to all premises, properties, personnel, Books and Records, and Contracts or Leases, which access shall include (1) the right to copy such documents and records as they may reasonably request at Sellers' cost, and (2) Purchaser's copying and delivering such documents or records as reasonably requested, (y) Purchaser shall provide reasonable access to Purchaser's personnel during regular business hours to assist Sellers in their post-Closing activities (including preparation of Tax Returns and requirements in the Bankruptcy Cases), provided that such access does not unreasonably interfere with Purchaser's operations and (z) Purchaser shall provide reasonable access to Purchaser's employees and systems during regular business hours to assist Sellers in the administration or wind-down of the Sellers and managing payments and benefits to non-Transferred Employees, in each case of (y) or (z), at no expense to Sellers.

(c) If, following the Closing, Sellers (or their Affiliates or Seller Representatives) receive any money, check, note, draft, instrument, payment or other property as proceeds of the Purchased Assets or any part thereof, each such Person shall receive all such items for, and as the sole and exclusive property of, Purchaser and, upon receipt thereof, shall notify Purchaser in writing of such receipt and shall remit the same (or cause the same to be remitted) to Purchaser in the manner specified by Purchaser.

(d) Within two (2) Business Days following the Closing, Purchaser (on behalf of itself and its Affiliates) shall (i) pay to the Trust $500,000 in cash, (ii) assign to the Trust all claims and causes of action included in the US Purchased Assets against equity holders, insiders, sponsors and current and former officers and directors ("**Representatives**") of the US Sellers (the "**Assigned Claims**"); *provided, however,* the Assigned Claims shall exclude any claims against or in respect of the CCAA Cash Pool and the Excluded Avoidance Actions, and (iii) assign to the Trust all of the US Sellers' rights and interests (free and clear of restrictions, conditions, or limitations, if any, in any of the organizational documents governing such rights and interests) to Preserve and prosecute past, present, and future Assigned Claims. Purchaser agrees to not pursue or cause to be pursued, and as of the Closing shall release (A) any Avoidance Actions (excluding any Avoidance Actions that constitute Assigned Claims) other than a defense (to the extent permitted under applicable Law) against any claim or cause of action raised by any such party, and (B) any claims and causes of action against Sellers' Representatives that are not Assigned Claims. For the avoidance of doubt, nothing herein shall preclude or otherwise impair the Trust from Preserving and/or pursuing any Assigned Claim against any or all Representatives of the US Sellers, in such capacity, if such Representative also was, is, or becomes a Representative of the Canadian Seller.

(e) Prior to the Closing, Sellers shall use commercially reasonable efforts to, and to cause their respective directors, officer and employees to, at Purchaser's reasonable request in writing (including via e-mail), provide cooperation to Purchaser in connection with the

Debt Financing. Purchaser shall promptly, upon request by Sellers, reimburse Sellers for any reasonable and documented out-of-pocket expenses (including reasonable and documented attorney's fees) incurred by Sellers in connection with the cooperation of Sellers contemplated by this Section 7.6(e). Purchaser shall indemnify and hold harmless, Sellers, and their respective directors, managers, officers, employees and representatives, from and against any and all liabilities or losses suffered or incurred by them in connection with the arrangement of the Debt Financing and any information utilized in connection therewith, except in the event such liabilities or losses arose out of or result from the gross negligence or willful misconduct by or of Sellers or any of their respective directors, managers, officers, employees and representatives. Purchaser acknowledges and agrees that, notwithstanding Sellers' obligations under this Section 7.6(e), Sellers' obligations under this Section 7.6(e) shall be deemed satisfied unless Sellers have materially and intentionally breached its obligations under Section 7.6(e) and such breach is a proximate cause of the Debt Financing not being consummated. Purchaser acknowledges and agrees that the obtaining of Debt Financing is not a condition to its obligations under this Agreement.

(f) At the Closing, the Canadian Designated Amount ~~allocated to the Canadian Seller~~Portion and the CCAA Cash Pool shall be delivered by the Canadian Seller to the Monitor.

Section 7.7 Bankruptcy Covenants.

(a) Sale Procedures. Not later than the date that is two (2) Business Days following the Petition Date, US Sellers shall file a motion seeking entry of the US Sale Procedures Order with the US Bankruptcy Court (the "**US Sale Procedures Motion**"), which shall be in a form and substance acceptable to Purchaser, acting reasonably. US Sellers shall use reasonable efforts to obtain entry by the US Bankruptcy Court of the US Sale Procedures Order (with such changes thereto as Purchaser shall approve or request in its discretion, acting reasonably) ~~within forty-five (45) days after the Petition Date~~ by no later than February 21, 2023. Not later than ~~the date that is one (1) Business Day following the CCAA Filing Date~~February 15, 2023, Canadian Seller shall file a motion seeking the granting of the CCAA Sale Procedures Order with the CCAA Court (the "**CCAA Sale Procedures Motion**"), which shall be in a form and substance acceptable to Purchaser in its discretion, acting reasonably. Canadian Seller shall use reasonable efforts to obtain from the CCAA Court the CCAA Sale Procedures Order (with such changes thereto as Purchaser shall approve or request in its discretion, acting reasonably) ~~within forty-five (45) days after the CCAA Filing Date~~by no later than February 22, 2023. Subject to entry of and in accordance with any provisions of the Sale Procedures Orders, Sellers shall ~~hold an Auction on the Sale no later than March 14, 2023,~~ obtain entry of the Sale Orders no later than March ~~16~~30, 2023, and consummate the Sale transaction no later than ~~March 17~~April 14, 2023, or in each case such later date as the Sellers and Purchaser may agree. Sellers shall comply with all of the terms and conditions contained in the Sale Procedures, including the occurrence of the events by the dates and times listed therein which terms and conditions are expressly incorporated by reference herein as if set forth in full. From the time of execution and delivery by each Seller and Purchaser of this Agreement until its termination, Sellers and Seller Representatives shall not be subject to any restrictions with respect to the solicitation or

encouragement of any entity concerning an Alternative Restructuring Proposal in accordance with the Sale Procedures.

(b) Court Approval.

(i) US Sellers shall serve a copy to each applicable Taxing Authority of the US Sale Motion, proposed US Sale Order and proposed US Sale Procedures Order, or notice of such motions and Order in addition to instructions on how to obtain copies of such motion and proposed Order, in each jurisdiction where the US Purchased Assets are subject to Tax at least twenty-one (21) days prior to the US Sale Hearing. Canadian Seller shall serve a copy to each applicable Taxing Authority and such other Persons required by Purchaser of the motion seeking the granting of the CCAA Sale Order (the "**CCAA Sale Motion**") and the proposed CCAA Sale Order, or notice of such motion and Order in addition to instructions on how to obtain a copy of such motion and proposed Order ~~at least fourteen (14) days prior to the CCAA Sale Hearing~~by no later March 10, 2023.

(ii) Sellers shall use reasonable efforts to obtain entry or granting by the US Bankruptcy Court and the CCAA Court, as applicable, of the US Sale Order and the CCAA Sale Order, respectively, no later than March ~~16~~30, 2023 or such later date Sellers, Purchaser and the Creditors' Committee collectively may agree.

(iii) Sellers shall use reasonable efforts to obtain entry or granting by the CCAA Court of an Order extending the stay to at least April 14, 2023.

(iv) ~~(iii)~~ If the Sale Procedures Orders or Sale Orders or any other Orders of the US Bankruptcy Court or the CCAA Court relating to this Agreement shall be appealed by any party (or a petition for certiorari or motion or application for leave to appeal, reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to any such Order), Sellers shall diligently defend against such appeal, petition, motion or application and shall use their reasonable efforts to obtain an expedited resolution of any such appeal, petition, motion or application; *provided* that Sellers consult with Purchaser at Purchaser's request regarding the status of any such proceedings or Actions.

(v) ~~(iv)~~ Sellers shall diligently consult with Purchaser and its representatives to obtain Purchaser's consent concerning the forms of the Sale Procedures Orders and the Sale Orders, use reasonable efforts to consult with the Creditors' Committee, Purchaser, and their representatives upon the Creditors' Committee's or Purchaser's request concerning any other Orders of the US Bankruptcy Court or the CCAA Court and the Bankruptcy Cases, and provide Purchaser and the Creditors' Committee with copies of requested motions, applications, pleadings, notices, proposed Orders and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the US Bankruptcy Court or the CCAA Court, as applicable. Sellers further covenant and agree that, after the Closing, the terms of any reorganization plan or plan of compromise or arrangement submitted to the US Bankruptcy Court or the CCAA Court for confirmation or sanction shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including

any transaction contemplated by or approved pursuant to the Sale Procedures Orders or the Sale Orders.

Section 7.8 Employee Matters.

(a) Not less than five (5) days prior to the Closing Date, Purchaser shall, or shall cause its Affiliates to, make an offer of employment (an "**Offer**") to each US Employee and each non-union Canadian Employee, such Offer to be conditional and effective on the Closing and containing such terms and conditions as determined by Purchaser in its sole discretion, subject to (i) the obligations set forth in Section 7.8(b), and (ii) with respect to any Canadian Employees covered by a collective bargaining agreement set forth on Section 5.11(d) of the Seller Disclosure Schedule, the terms of such collective bargaining agreement; *provided*, that, notwithstanding anything herein to the contrary, in no event shall Purchaser be required to extend an Offer to any Excluded Employee. Notwithstanding the foregoing, in respect of any non-union Canadian Employee who is on an approved short-term or long-term disability leave of absence on Closing and is not receiving benefits pursuant to an Assumed Benefit Plan, the effective date of employment may not be the Closing Date, but rather the terms of the Offer shall specify that the offer is conditional upon the Employee being capable of returning to work and the date on which such Employee returns to work shall be the date of employment and the date that the employee becomes a Transferred Employee.

(b) ~~As soon as practicable after the~~The Purchaser ~~becomes the Successful Bidder under the Sales Procedures, and no later than five (5) calendar days thereafter~~acknowledges that on March 16, 2023, the Canadian Seller ~~shall provide~~has provided written notice to all Excluded Employees primarily employed at the Designated Location that the Designated Location will be permanently closed and that their employment will terminate, or in the case of unionized Canadian Employees which are primarily employed at the Designated Location, that they will be permanently/indefinitely laid off, in each case effective ~~immediately prior to Closing~~as of the date of each applicable notice. For the period beginning on the Closing Date and ending on the earlier of (x) December 31, 2023 and (y) the date on which the employment of such Transferred Employee terminates for any reason, Purchaser shall, or shall cause its Affiliates to, provide each non-unionized Transferred Employee with (i) a base salary or hourly wage rate, as applicable, that is no less than the base salary or hourly wage rate, as applicable, provided to such Transferred Employee immediately prior to the Closing Date, (ii) commission and incentive compensation opportunities that are no less favorable in the aggregate than the commission and annual cash incentive compensation opportunities (exclusive of any equity-based compensation opportunities and any change of control and retention-related opportunities) provided to such Transferred Employee immediately prior to the Closing Date, and (iii) qualified welfare and retirement benefits that are comparable in the aggregate to those qualified welfare and retirement benefits (exclusive of any defined benefit pension, retiree ~~medical~~life insurance and deferred compensation benefits) provided to such Transferred Employee by Sellers immediately prior to the Closing Date. With respect to Transferred Employees covered by a collective bargaining agreement set forth on Section 5.11(d) of the Seller Disclosure Schedule, Purchaser shall, or shall cause its Affiliates to, comply with the terms and conditions of the applicable collective bargaining agreement.

(c) Purchaser shall, or shall cause its Affiliates to, use commercially reasonable efforts to cause service rendered by Transferred Employees prior to the Closing Date to be taken into account for all purposes (including eligibility to participate, vesting and benefit accruals) under all compensation and Benefit Plans, programs and policies that are established and maintained by Purchaser or any of its Affiliates for the benefit of such Transferred Employees ("**Buyer Benefit Plans**") after the Closing Date, except for purposes of vesting under any new equity-based compensation plan, program, agreement or arrangement, for purposes of benefit accruals under any defined benefit pension plan, deferred compensation or retiree health or welfare plan or arrangement, to the extent that such service is not recognized under any such plan, program or policy for other employees of Purchaser or its Affiliates, to the extent that such service was not recognized by Sellers under a comparable Benefit Plan in which such Transferred Employee participated immediately prior to the Closing or to the extent such credit would result in a duplication of benefits.

(d) Purchaser shall, or shall cause its Affiliates to, use commercially reasonable efforts to: (i) cause Transferred Employees to not be subject to any pre-existing condition or limitation under any Buyer Benefit Plans providing group health benefits for any condition for which such employee would have been entitled to coverage under the corresponding Benefit Plan in which such employee participated immediately prior to the Closing Date; and (ii) cause such Transferred Employees to be given full credit for eligible co-payments made, and deductibles satisfied, prior to the Closing Date under the corresponding Company Benefit Plan in which such Transferred Employee participated immediately prior to the Closing for purposes of satisfying the applicable deductible, coinsurance and maximum out-of-pocket provisions under the Buyer Benefit Plan in which such Transferred Employee participates in the year in which the Closing occurs; *provided,* that Purchaser's obligations pursuant to clause (ii) above is conditioned upon Sellers providing Purchaser with all information as is reasonably necessary for Purchaser to provide such credit in a format reasonably acceptable to Purchaser or its insurer, as applicable, promptly (and in all events within five (5) Business Days) following receipt of a request for such information by Purchaser.

(e) Sellers ~~shall cause the waiver of~~hereby waive, effective immediately prior to Closing, any covenant prohibiting a Business Employee from engaging in certain activities or taking certain actions during, or for a period of time following a termination of, his or her employment with Sellers, including any non-compete, non-solicit, non-interference, non-disparagement or confidentiality covenants, in each case, to the extent necessary for each Business Employee to be permitted to commence employment with Purchaser or any of its Affiliates and for such Business Employee to provide such services as may be requested from time to time by Purchaser or any of its Affiliates (whether as an employee or otherwise).

(f) During the period commencing on the date hereof and ending at the Closing, Sellers shall provide Purchaser and its Affiliates with reasonable access to the Business Employees during normal business hours, and will deliver such notices and other communications, in each case, as is reasonably requested from time to time by Purchaser or any of its Affiliates.

(g) Nothing herein is intended to, and shall not be construed to, create any third party beneficiary rights of any kind or nature, including, without limitation, the right of any

Business Employee or other individual to seek to enforce any right to compensation, benefits, or any other right or privilege of employment with Sellers or Purchaser or any of their respect Affiliates. For the avoidance of doubt, no Business Employee or other Person shall be a third-party beneficiary in respect of this Section 7.8. Nothing in this Section 7.8 shall be construed or interpreted to be an amendment to any Benefit Plan or Buyer Benefit Plan.

(h) Except for Assumed Benefit Plans, Purchaser shall not assume any of the Benefit Plans or any liability for accrued benefits or any other liability under or in respect of any of the Benefit Plans. The Transferred Employees shall, as of the Closing Date cease to accrue further benefits under the Excluded Benefit Plans.

Section 7.9 Assignment and Assumption of Canadian Pension Plans.

(a) Transfer of Assumed Canadian Pension Plans.

(i) As soon as practicable after the Closing Date, but effective as of the Closing Date, Sellers shall assign to Purchaser and Purchaser shall assume the Canadian Pension Plans which are included in the Assumed Benefit Plans, including all rights, obligations, trust fund assets and other assets held pursuant to the Funding Arrangements therefor, and liabilities thereunder (each such Canadian Pension Plan that is included as an Assumed Benefit Plan is herein called an "**Assumed Canadian Pension Plan**"). In order to effect such assignment and assumption of the Assumed Canadian Pension Plans, Sellers and Purchaser agree to take such steps, prepare and execute such documents (including any required actuarial valuation report), notify the members and former members of such Assumed Canadian Pension Plans and any Unions representing them and seek such approvals of the applicable Governmental Authorities as may be necessary or desirable, as soon as practicable. Notwithstanding the foregoing, Purchaser's administrative responsibility for the Assumed Canadian Pension Plans shall become effective only upon the assignment to Purchaser by Sellers of the rights and obligations of Sellers under the Assumed Canadian Pension Plans' Funding Arrangements, including, without limitation, all of Sellers' rights in respect of the assets held in the Funding Arrangements, in accordance with Section 7.9(a)(iii).

(ii) Subject to the approval of the applicable Governmental Authorities and Section 7.8(a)(i), Sellers shall assign to Purchaser and Purchaser shall accept all of the rights and obligations of Sellers under the Funding Arrangements established for the Assumed Canadian Pension Plans, including all of Sellers' rights in respect of the assets held in such Funding Arrangements.

(iii) Subject to Section 7.9(a)(i), Sellers agree to administer the Assumed Canadian Pension Plans until the date on which the rights and obligations of Sellers under the Funding Arrangements, including all of Sellers' rights in respect of the assets held in the Funding Arrangements, are assigned to Purchaser (the "**Pension Plan Assignment Date**") in the same manner as it is being administered at the Closing Date but for the account of, and at the expense of, either the Funding Arrangements for the Assumed Canadian Pension Plans or, where such charge to the Funding Arrangement is not permitted by applicable Law, Purchaser. For greater certainty, Sellers shall not be obligated to pay any amounts to or in respect of the Assumed Canadian Pension Plans and the Funding Arrangements therefor after the Closing Date

except for the account of and at the expense of Purchaser. Until the Pension Plan Assignment Date and subject to any other agreements which Sellers and Purchaser may make following the Closing, Sellers agree to receive and deposit contributions, if any, by Purchaser and the participants in the Assumed Canadian Pension Plans to the Funding Arrangements therefor.

(iv) From the Closing Date to the Pension Plan Assignment Date, Sellers shall ensure that all funds held in the Funding Arrangements of the Assumed Canadian Pension Plans are invested in accordance with the Statement of Investment Policies and Procedures ("**SIP&P**") adopted by Sellers in respect to each Assumed Canadian Pension Plan and filed with FSRA pursuant to the PBA. Sellers agree to provide written notice to Purchaser of any changes Sellers make to such SIP&P that come into effect between the Closing Date and the Pension Plan Assignment Date. Sellers shall provide Purchaser written notice of the investment rate of return on the assets held in the Funding Arrangements of the Assumed Canadian Pension Plans (the "**Rate of Return**"). Such written notice shall be provided to Purchaser on a quarterly basis, not later than 30 days following the end of each calendar quarter. Provided Sellers and the trustee or other funding agent for the Assumed Canadian Pension Plans comply with such SIP&P and Laws, neither Sellers nor the trustee or other funding agent of the Assumed Canadian Pension Plans shall be liable for the investment performance of the assets held in the Funding Arrangements for the Assumed Canadian Pension Plans or responsible for any loss in the value of the assets to be transferred to Purchaser as the result of such investment performance.

(v) The expenses attributable to the assignment of the liability and responsibility of Sellers under the Assumed Canadian Pension Plans and the Funding Arrangements therefor to Purchaser shall be paid to the extent permissible from the assets of the Assumed Canadian Pension Plans. Purchaser shall be responsible for all expenses incurred by it with respect to the assumption of the liability, rights and responsibility under the Assumed Canadian Pension Plans and the Funding Arrangements therefor.

(vi) As soon as practicable after the Closing Date, Sellers shall provide to Purchaser such information and records, and access to such personnel, as may reasonably be required to administer the Assumed Canadian Pension Plans, to the extent that such information and records are not then in the possession of Purchaser or any of its authorized representatives.

(b) Partial Transfer of Canadian Pension Plans.

(i) Notwithstanding that one or more of the Canadian Pension Plans has not been designated by Purchaser in a writing to Sellers as an Assumed Benefit Plan, Purchaser may, in a writing to Sellers prior to the date of the CCAA Sale Hearing, designate that it intends to assume that portion of Sellers' liability and responsibility under a particular Canadian Pension Plan that is an Excluded Benefit Plan in respect of the Transferred Employees who are participants in that plan. The provisions of this Section 7.9(b) shall apply to the transfer of the assets and liabilities from such Canadian Pension Plan so designated. Each such Canadian Pension Plan that is so designated by Purchaser pursuant to this Section 7.9(b)(i) is herein called a "**Partially Transferred Canadian Pension Plan**".

(ii) As soon as practicable after the Closing Date, but effective as of the Closing Date, Sellers shall assign to Purchaser and Purchaser shall assume all of Sellers' liability and responsibility under and pursuant to each Partially Transferred Canadian Pension Plan in respect of those Transferred Employees who are participants therein (the "**Transferred Pension Plan Participants**"). In order to effect such assignment and assumption, Sellers agree to take such steps, prepare and execute such documents, notify the members and former members of each such Partially Transferred Canadian Pension Plan including the Transferred Pension Plan Participants and any Unions representing them and seek such approvals of the applicable Governmental Authorities as may be necessary or desirable, as soon as practicable, including without limitation in compliance with PBA Reg 310/13 and the applicable guidance issued in connection with such Regulation by FSRA. As soon as practicable after the Closing Date, but effective as of the Closing Date, Purchaser shall establish and register with the applicable governmental agencies, or shall otherwise cause to be provided, a pension plan for the Transferred Pension Plan Participants (the "**Purchaser's Plan**") which shall contain benefit provisions which are equivalent in all material respects to those provided under the Partially Transferred Canadian Pension Plan which are applicable to the Transferred Pension Plan Participants. Purchaser shall also establish or otherwise provide a Funding Arrangement for Purchaser's Plan. Purchaser's Plan shall provide that for the purposes of eligibility for membership, vesting and continued benefit accrual, service by Transferred Pension Plan Participants recognized under the Partially Transferred Canadian Pension Plan shall be deemed to be continuous unbroken service with Purchaser. Purchaser further agrees to provide Sellers with such documentation and information as may be reasonably required to satisfy Sellers that Purchaser's Plan and the Funding Arrangement therefor have been properly established or otherwise provided, as applicable, in accordance with this Section 7.9(b).

(iii) If either the Hourly DB Plan or the Salaried DB Plan is one of the Partially Transferred Canadian Pension Plans, the provisions of this Section 7.9(b)(iii) shall apply. Immediately following the Closing Date, Sellers shall cause the actuary for the Hourly DB Plan or the Salaried DB Plan, as the case may be, to calculate the actuarial present value of the accrued benefits of Transferred Pension Plan Participants who are participants in such plan at the Closing Date (the "**Assumed DB Liabilities**"), determined on a solvency basis, recognizing service credited under such plan to the Closing Date. Such calculation shall be made in compliance with the requirements of the PBA including, without limitation, PBA Reg 310/13, and, to the extent permissible, using the same actuarial methods and assumptions used in the last actuarial valuation prepared as at December 31, 2021 and filed with FSRA in respect of the Hourly DB Plan or Salaried DB Plan and applying the provisions of such plan as at the Closing Date. Similarly, Sellers shall cause the actuary for the Hourly DB Plan or the Salaried DB Plan, as the case may be, to calculate the amount of assets to be transferred from the Hourly DB Plan or the Salaried DB Plan, as the case may be, to Purchaser's Plan in respect of such Assumed DB Liabilities, pursuant to section 9 of PBA Reg 310/13 (the "**Assumed DB Assets**"). Sellers shall provide Purchaser with a copy of the report of the actuary for the Hourly DB Plan or the Salaried DB Plan on the calculation of the Assumed DB Liabilities and Assumed DB Assets and shall provide access to the actuary for such plan to confirm the calculation of the Assumed DB Liabilities and Assumed DB Assets, including access to all information, documents or records of Sellers pertaining to the Hourly DB Plan or the Salaried DB Plan necessary for such purpose. If the applicable Governmental Authorities require some variation from the foregoing calculation of the Assumed DB Liabilities and the Assumed DB Assets, the calculation will be modified by

the actuary for the Hourly DB Plan or the Salaried DB Plan in accordance with the requirements of such Governmental Authorities. Sellers agree to cause the trustee of the trust fund for the Hourly DB Plan or the Salaried DB Plan to notionally segregate assets in the trust fund for such plan having a value equal to the Assumed DB Assets, as such value may be modified in accordance with the requirements of such Governmental Authorities, effective as of the Closing Date.

(iv) If the Hourly DC Plan or the Salaried DC Plan is one of the Partially Transferred Canadian Pension Plan, the provisions of this Section 7.9(b)(iv) shall apply. Immediately following the Closing Date, Sellers shall direct the funding agent for each such plan to notionally segregate assets in the Funding Arrangement for such plan attributable to the account balances for the Transferred Pension Plan Participants who are participants in such plan (the "**Assumed DC Assets**"). Concurrently, Sellers shall provide notice to Purchaser of such direction to the funding agent, and Sellers shall provide Purchaser with such details of the calculation of the Assumed DC Assets as Purchaser may reasonably require.

(v) Subject to Section 7.9(b)(ii), (iii) and (iv), Sellers agree to administer each Partially Transferred Canadian Pension Plan in respect of Transferred Pension Plan Participants, until the date on which the transfer of the Assumed DB Assets or the Assumed DC Assets to the Funding Arrangement to be established or otherwise provided for Purchaser's Plan has been completed in accordance with Section 7.9(b)(vi) (the "**Partial Plan Transfer Date**"), in the same manner as it is being administered at the Closing Date but for the account of, and at the expense of, Purchaser or the Assumed DB Assets or Assumed DC Assets, as applicable, subject to any Laws and government regulations and policies. For greater certainty, Sellers shall not be obligated to pay any amounts to or in respect of each Partially Transferred Canadian Pension Plan and the Funding Arrangement therefor in respect of Transferred Pension Plan Participants after the Closing Date except for the account of, and at the expense of, Purchaser. Until the Partial Plan Transfer Date and subject to any other agreements which Sellers and Purchaser may make after the Closing, Sellers agree to receive and deposit contributions, if any, by Purchaser to the Funding Arrangement for the Partially Transferred Canadian Pension Plan and to credit such contributions to the Assumed DB Assets or Assumed DC Assets, as applicable. Until the Partial Plan Transfer Date, the Funding Arrangement for each Partially Transferred Canadian Pension Plans shall continue to be invested under the supervision of Sellers and the trustee or funding agent for each Partially Transferred Canadian Pension Plan, and the Assumed DB Assets and Assumed DC Assets shall be adjusted to reflect the investment performance of such Funding Arrangement. Sellers and the trustee or funding agent for each Partially Transferred Canadian Pension Plan shall act in a fiduciary capacity with reasonable diligence and prudence and in good faith in so doing and, provided they so act, neither Sellers nor the trustee or funding agent of each Partially Transferred Canadian Pension Plan shall be liable for the investment performance of the Assumed DB Assets or Assumed DC Assets or responsible for any loss in the value of the Assumed DB Assets or Assumed DC Assets as the result of investment performance.

(vi) The fees of the actuary for each Partially Transferred Canadian Pension Plan, in respect of the assignment of the liability and responsibility under each Partially Transferred Canadian Pension Plan for Transferred Pension Plan Participants to Purchaser's Plan and for the transfer of the value of the Assumed DB Assets and Assumed DC Assets, as

adjusted, to the Funding Arrangement to be arranged or otherwise provided by Purchaser therefor, shall be paid to the extent permissible from the assets of the applicable Partially Transferred Canadian Pension Plan. Purchaser shall be responsible for all expenses incurred in respect of the establishment of Purchaser's Plan and the trust fund or other Funding Arrangement therefor.

(c) Successor Plan Administrator. The obligations of Sellers set forth in Section 7.9(a) and Section 7.9(b) include certain obligations of Sellers to be performed by them in their capacities as administrators of the Canadian Pension Plans. If a successor administrator is appointed at any time for any of the Canadian Pension Plans, as contemplated pursuant to the provisions of the PBA, the obligations of any Sellers in their respective capacities as administrators of any of the Canadian Pension Plans shall be binding upon the successor administrator appointed in respect of that Canadian Pension Plan, which shall carry out such obligations pursuant to Section 7.9(a) and Section 7.9(b) as the successor administrator to Sellers.

Section 7.10 Non-Transferrable Insurance. Except as otherwise provided in this Agreement, and to the extent that any insurance policies that are not transferable at the Closing in accordance with the terms thereof cover any loss, Liability, claim, damage or expense relating to any Purchased Assets or Assumed Liabilities and such insurance policies continue after the Closing to permit claims to be made thereunder with respect to events occurring prior to the Closing, (a) Sellers shall hold such insurance policies in trust for the benefit of Purchaser and Purchaser shall have coverage thereunder and (b) Purchaser and Sellers shall cooperate with the other, as applicable, at the sole cost and expense of Purchaser, in good faith in submitting and pursuing such claims for the benefit of Purchaser and its Affiliates. Further, and except as otherwise provide in this Agreement, Sellers shall pay over to Purchaser promptly any insurance proceeds paid or recovered thereunder with respect to such claims. In the event Purchaser determines to purchase replacement coverage with respect to any such insurance policy, Sellers shall reasonably cooperate with Purchaser to terminate such insurance policy and shall, at the option of Purchaser, promptly pay over to Purchaser any refunded or returned insurance premiums received by Sellers in connection therewith or cause such premiums to be applied by the applicable carrier to the replacement coverage arranged by Purchaser.

Section 7.11 Use of Name. Each Seller agrees, and agrees to cause each of its Affiliates, (a) within thirty (30) calendar days after the Closing Date, to amend their respective corporate entity names and Fundamental Documents (including in connection with the Bankruptcy Cases or in any other legal case or proceeding in which any Seller is a party and for the purpose of winding up Sellers and their estates) that are required to change their respective entity names to a new name that is, in Purchaser's reasonable judgment, sufficiently dissimilar to each Seller's respective present name and/or any Trademark used in connection with the Business so as to avoid confusion and make their respective present name available to Purchaser, (b) within ninety (90) calendar days after the Closing Date, to cease all use of the Trademarks "DCL," "Dominion Colour" and any other Trademark used in connection with the Business, or any name or Trademark that contains or comprises any such Trademarks or is an abbreviation, translation, transliteration or derivative thereof, an acronym therefor or otherwise confusingly similar thereto for any purpose; *provided, however,* that Sellers may use "f/k/a DCL

Corporation" or such similar description in the title of the CCAA Proceeding or the US Bankruptcy Cases.

Section 7.12 License Approvals. At Purchaser's sole cost and expense, Sellers shall assist Purchaser with the preparation, filing and prosecution of each application, petition or other filing with any Governmental Authority with respect to obtaining the necessary Consents and approvals pertaining to transfer of any Licenses to Purchaser ("**License Approvals**"), including (i) making reasonably available to Purchaser the Sellers' employees responsible for managing the Licenses and Sellers' License counsel (subject to compliance with ethical rules) to assist and consult with Purchaser on the License Approvals, and (ii) participating in any legal proceedings reasonably requested by Purchaser to obtain such Licenses. Sellers shall promptly provide to Purchaser any necessary information for obtaining the Licenses, and shall direct all persons employed by, related to or under control of Sellers whose cooperation is reasonably necessary or convenient to Purchaser's application for Licenses in Purchaser's name, and shall provide any Licenses of Sellers for surrender when directed by Purchaser to do so.

Section 7.13 Trademarks and Patents. Prior to the Closing Date, Sellers shall use commercially reasonable efforts to (i) execute and record all documents, including all applicable filings with the United States Patent and Trademark Office and with the registries and other governmental authorities in all applicable foreign jurisdictions, and take all other actions necessary or desirable to validate, perfect and record ownership of all Registered Intellectual Property included in the Purchased Assets by Purchaser or its designee, and to ensure that the chain of title of all such Registered Intellectual Property reflects all prior acquisitions and transfers of each item of such Registered Intellectual Property ~~as well~~such that upon the ~~as~~ assignment to Purchaser contemplated by this Agreement and the recordal thereof, such ~~that~~ Purchaser or its designee shall be identified in the records of each applicable registry or governmental authority as a current owner of record of each such item of Registered Intellectual Property without defects in chain of title, and (ii) ~~use commercially reasonable efforts to execute and~~obtain from the holders thereof, documents to release all existing security interests recorded against all such Registered Intellectual Property upon Closing. After Closing, Sellers shall record ~~all documents~~ (at Purchaser's expense), ~~including all applicable filings~~such releases with the United States Patent and Trademark Office and with the registries and other governmental authorities in all applicable foreign jurisdictions~~,~~ and take all other actions necessary or desirable to release all existing ~~and prior~~ security interests recorded against all such Registered Intellectual Property.

Section 7.14 Replacement Financial Assurance. Purchaser acknowledges and agrees that it shall replace each Financial Assurance with a new financial assurance satisfactory to the applicable Governmental Authority or other Person holding such Financial Assurance (collectively, the "**Replacement Financial Assurance**") or take any other action, to the satisfaction of the applicable Governmental Authority or Person holding such Financial Assurance~~, so that~~. Purchaser agrees to use commercially reasonable efforts to replace each Financial Assurance in accordance with this Section 7.14 and to assist the applicable Governmental Authority in facilitating the return of such Financial Assurance ~~is returned~~ to the relevant Seller or an Affiliate thereof or ~~is otherwise cancelled~~alternatively the cancellation of same, at or prior to Closing and in any event no later than sixty (60) days following Closing.

Section 7.15 **Supplement to Seller Disclosure Schedule**. From time to time prior to the Closing, Sellers shall have the right (but not the obligation) to supplement or amend the Seller Disclosure Schedule hereto (each, a "**Schedule Supplement**"). Any disclosure in such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement; *provided*, *however*, that if any such Schedule Supplement discloses a matter that would lead to a failure to satisfy the condition in Section 9.2(a), Purchaser shall have ten (10) days following delivery of such Schedule Supplement to terminate this Agreement, and if Purchaser does not terminate this Agreement within such ten (10) day period, such Schedule Supplement shall thereafter be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement to which such Schedules Supplement relates; *provided, further, however,* that Sellers and Purchaser may supplement or amend Sections 1.1, 2.2(e), 5.8, 5.10(a), 5.12(a), 5.15, 5.17, 7.1(a), 7.1(b), 9.2(d) in accordance with the terms of the Original Asset Purchase Agreement.

ARTICLE VIII
TAX MATTERS

Section 8.1 **Pre-Closing Taxes**. Purchaser shall not be obligated to pay any Taxes (except for any Assumed Tax Liabilities) imposed by any Governmental Authority on any of the Sellers or the Business, or with respect to the Purchased Assets, in each case due or owing with respect to any taxable period (or portion thereof) ending on or prior to the Closing Date.

Section 8.2 **Transfer Taxes**. Notwithstanding Section 8.1, any and all stamp, duty, stamp duty, transfer, documentary, registration, ETA Taxes, business and occupation and other similar Taxes imposed by any Governmental Authority in connection with the Sale contemplated by this Agreement (the "**Transfer Taxes**") shall be paid by Purchaser. Purchaser and Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation; *provided further* that the parties shall reasonably cooperate in availing themselves of any available Tax elections or exemptions from any collection of (or otherwise reduce) any such Transfer Taxes.

(a) Purchaser and the Canadian Seller shall, to the extent applicable, jointly make election(s) under subsection 167(1) of the ETA in respect of the sale of the Canadian Purchased Assets, in the prescribed form, such that no ETA Tax is payable in respect of such sale. Purchaser shall timely file such election forms with the appropriate Governmental Authority in the prescribed manner. Notwithstanding such election, in the event that it is determined by a Governmental Authority that the Canadian Seller is liable to pay, collect or remit any ETA Taxes in respect of the sale of the Canadian Purchased Assets, Purchaser shall forthwith pay such ETA Taxes, plus any applicable interest and penalties, to the Canadian Seller for remittance to the appropriate Governmental Authority.

(b) At the request of Purchaser, Purchaser and Canadian Seller shall, to the extent applicable, jointly make an election pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable Canadian provincial income tax statute, in respect of the Canadian Seller transferring its Accounts Receivable (excluding, for certainty, any Excluded Assets) to Purchaser as part of the Canadian Purchased Assets. Purchaser and Canadian Seller

agree to jointly make the necessary election(s) and to execute and file within the prescribed time the prescribed election form(s) required to give effect to the foregoing.

(c) At the request of Purchaser, Purchaser and Canadian Seller shall, to the extent applicable, jointly make an election under Section 20(24) of the Tax Act and the corresponding provisions of any applicable Canadian provincial income tax statute, in respect of amounts for future obligations and shall timely file such election(s) with the appropriate Governmental Authority. To the extent applicable for Canadian Tax purposes, Canadian Seller and Purchaser acknowledge that a portion of the Purchased Assets was transferred to Purchaser as payment by Canadian Seller to Purchaser for the assumption by Purchaser of any such future obligations of the Canadian Seller.

Section 8.3 Cooperation on Tax Returns and Tax Proceedings. Purchaser and Sellers shall cooperate fully and in good faith as and to the extent reasonably requested by the other party, in connection with the preparation and filing of Tax Returns and any Action with respect to Taxes (each, a "**Tax Proceeding**") imposed on or with respect to the Purchased Assets or the Business. Such cooperation shall include the retention and (upon the other party's request) the prompt provision of records and information which are reasonably relevant to any such Tax Return or Tax Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Sellers and their Affiliates shall (a) abide by all record retention agreements entered into with any Governmental Authority and (b) give Purchaser thirty (30) days' written notice prior to transferring, destroying or discarding any Tax records and, if Purchaser so requests, shall allow Purchaser to take possession of such Tax records. For greater certainty, Purchaser agrees that applicable former employees of the Sellers will provide reasonable assistance to Sellers in the preparation of Sellers' financial statements for their respective fiscal year ends at no cost to Sellers. A Seller's obligations under this Section 8.3 shall terminate upon the dissolution of such Seller.

ARTICLE IX
CONDITIONS

Section 9.1 Conditions to Each Party's Obligations. The respective obligations of Purchaser and Sellers to consummate the Sale shall be subject to the satisfaction at or prior to the Closing of each of the following conditions unless waived, to the extent permitted by applicable Law, by both Sellers and Purchaser in writing:

(a) No Injunctions or Restraints. No Governmental Order or other Law preventing consummation of the Sale shall be in effect or shall not have become final and non-appealable and remain in effect for five (5) Business Days after notice of such Governmental Order or other Law has been received by Sellers and Purchaser.

(b) No DIP Facility Acceleration. No acceleration of the obligations evidenced by the DIP Credit Agreement shall have occurred and be continuing; *provided*, that acceleration of the obligations shall not be deemed to occur as a result of the DIP Credit

Agreement Stated Maturity Date (as defined in the DIP Credit Agreement) so long as the DIP Agent has agreed to forbear with respect to exercising remedies in respect thereof.

(c) Entry or Granting of Orders. The US Bankruptcy Court shall have entered the US Sale Procedures Order and the US Sale Order, and each shall be acceptable to Purchaser. The CCAA Court shall have granted the CCAA Initial Order, the CCAA Amended and Restated Initial Order, the CCAA Sale Procedures Order and the CCAA Sale Order, and each shall be acceptable to Purchaser.

(d) Competition Act Clearance. Competition Act Clearance, if required, shall have been obtained.

Section 9.2 Conditions to the Obligations of Purchaser. The obligation of Purchaser to consummate the Sale shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions unless waived in writing, in whole or in part, by Purchaser:

(a) Representations and Warranties of Sellers. (i) Ignoring for purposes of this Section 9.2(a) any qualifications as to materiality or Material Adverse Effect contained in Article V, the representations and warranties of Sellers set forth in this Agreement (other than the Fundamental Representations of Sellers) shall be true and correct as of the date of the Original Asset Purchase Agreement and as of the Closing as though made at and as of the Closing (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date), except in the case where the failure of such representations and warranties to be so true and correct would not have, individually or in the aggregate, a Material Adverse Effect, and (ii) the Fundamental Representations of Sellers shall be true and correct (other than *de minimis* inaccuracies) as of the date of the Original Asset Purchase Agreement and as of the Closing as though made at and as of the Closing (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date).

(b) Performance of Obligations. Each Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Deliverables. Purchaser shall have been furnished with the documents set forth in Section 4.2(a).

(d) Consents. Purchaser shall have received all Consents set forth in Section 9.2(d) of the Seller Disclosure Schedule.

(e) No Material Adverse Effect. From the date of the Original Asset Purchase Agreement, no Material Adverse Effect shall have occurred.

(f) Designated Amount. As of the Closing, the Designated Amount shall not have been greater than the amount set forth in the definition thereof.

(g) SER Merger Code. Purchaser shall have received confirmation from Sellers that the consultation process with the secretariat of the Social and Economic Council and the trade union (if any) in the sense of the SER Merger Code has been completed in full compliance with applicable Law.

(h) Excess Availability. The Excess Availability (as defined in the DIP Credit Agreement, but also reflecting outstanding Obligations under the DIP Facility immediately prior to Closing) based on the borrowing base for the week prior to the week in which Closing is to occur shall not have been less than $~~469,000~~0.

(i) Designated Location. The Designated Location shall be delivered to Purchaser in a condition in which (i) operations of such facility have been ceased and (ii) such facility has been placed in a safe and secure idle state by the Canadian Seller.

Section 9.3 Conditions to the Obligations of Sellers. The obligation of Sellers to consummate the Sale shall be subject to the satisfaction at or prior to the Closing of each of the following conditions unless waived in writing, in whole or in part, by Sellers:

(a) Representations and Warranties of Purchaser. (i) The representations and warranties of Purchaser set forth in this Agreement (other than the Fundamental Representations of Purchaser) shall be true and correct as of the date of the Original Asset Purchase Agreement and as of the Closing as though made at and as of the Closing (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date), provided that the condition set forth in this Section 9.3(a)(i) shall be deemed satisfied unless any failures to be so true and correct would be reasonably likely to, individually or in the aggregate, materially adversely affect Purchaser's ability to consummate the transactions contemplated by this Agreement, and (ii) the Fundamental Representations of Purchaser shall be true and correct (other than *de minimis* inaccuracies) as of the date of the Original Asset Purchase Agreement and as of the Closing as though made at and as of the Closing (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date).

(b) Performance of Obligations. Purchaser shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Excluded Cash. Sellers shall have received the Excluded Cash ~~and~~, the Additional Cash Consideration, the Deferred Fees and the Adequate Assurance Account. For the avoidance of doubt, that US Sellers shall have received $1,425,000 and the Monitor, on behalf of the Canadian Seller, shall have received $575,000, of the Designated Amount, free and clear of all Liens and claims, including the Liens and claims of Purchaser, DIP Lenders, and Pre-Petition Term Lenders; *provided*, *however*, that, (i) the Designated Amount delivered to the Monitor, on behalf of the Canadian Seller, shall be subject to the administration charge granted in the CCAA Proceeding, and (ii) the CCAA Cash Pool shall be subject to the Liens and claims in the estate of the Canadian Seller in the CCAA Proceeding, other than the Liens and claims of the Purchaser

and its Affiliates, DIP Lenders and their Affiliates, Pre-Petition Term Lenders and their Affiliates, and the US Sellers.

(d) Deliverables. Sellers shall have been furnished with the documents set forth in Section 4.2(b).

Section 9.4 Monitor's Certificate.

(a) When the conditions to Closing set out in Section 9.1, Section 9.2 and Section 9.3 have been satisfied and/or waived by Sellers and Purchaser, as applicable, Sellers and Purchaser will each deliver to the Monitor the applicable Conditions Certificate. Upon receipt of each of the Conditions Certificates, the CCAA Cash Pool and the Canadian Designated Amount Portion, the Monitor shall (i) issue forthwith its Monitor's Certificate concurrently to Sellers and Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to Sellers and Purchaser).

(b) The parties hereto acknowledge and agree that the Monitor shall be entitled to file the Monitor's Certificate with the CCAA Court without independent investigation upon receiving the Conditions Certificates, and the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions and shall have no liability to Seller or Purchaser or any other Person as a result of filing the Monitor's Certificate upon receiving such ~~Confirmation~~Conditions Certificates.

ARTICLE X
TERMINATION PROCEDURES

Section 10.1 Termination. This Agreement may be terminated and the Sale contemplated in this Agreement may be abandoned at any time prior to the Closing Date, notwithstanding the fact that any requisite authorization and approval of the Sale shall have been received, as follows; *provided,* that if a Party does not exercise a right to terminate this Agreement within five (5) Business Days of receipt of written notice from the other Party, in accordance with Section 12.5, of the circumstances creating such right to terminate, such Party shall be deemed to have waived the ability to terminate this Agreement for such circumstances:

(a) by the mutual written consent of Purchaser and Sellers;

(b) by Sellers, if Purchaser has breached any of its obligations under this Agreement or the Sale Orders, which breach would result in a failure of a conditions set forth in Section 9.1 or Section 9.3 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) days after the delivery of written notice by Sellers to Purchaser of such breach, and (ii) the End Date;

(c) by Purchaser or Sellers, if the Closing has not occurred by ~~March 17~~April 14, 2023 (the "**End Date**"); *provided*, that Purchaser ~~and~~, Sellers ~~may mutually~~and the Creditors' Committee may collectively agree to extend such date; *provided, further*, that the right to terminate this Agreement under this Section 10.1(c) shall not be available to any party who shall

have been the cause of, or whose action or inaction shall have resulted in, the failure of the Closing to occur by such date;

(d) by Purchaser or Sellers, if there shall be any Governmental Order or other Law that makes consummation of the Sale illegal or otherwise prohibits restrains, or enjoins the consummation of the Sale and such Governmental Order or other Law shall have become final and non-appealable and remain in effect for five (5) Business Days after notice of such Governmental Order or other Law has been received by Sellers and Purchaser; *provided*, that the right to terminate this Agreement under this Section 10.1(d) shall not be available to any party who shall have been the cause of, or whose action or inaction shall have resulted in, the Governmental Order or other Law prohibiting, restraining, or enjoining the Sale;

(e) by Purchaser or Sellers upon the US Bankruptcy Court's or the CCAA Court's approval of Sellers' entry into or pursuit of an Alternative Restructuring Proposal; *provided*, that Sellers shall have the right to terminate this Agreement pursuant to this Section 10.1(e) only if they have complied in all material respects with the requirements of Section 7.7 hereof;

(f) by Sellers, if required in connection with the discharge of its or its directors or managers fiduciary duties in accordance with Section 7.6(a);

(g) by Purchaser, if any Seller has breached any of its obligations under this Agreement or the Sale Orders, which breach would result in a failure of a conditions set forth in Section 9.1 or Section 9.2 and which breach cannot be cured or has not been cured by the earlier of (i) twenty (20) days after the delivery of written notice by Purchaser to Sellers of such breach, and (ii) the End Date;

(h) by Purchaser, if (i) the US Bankruptcy Cases are converted to cases under chapter 7 of the US Bankruptcy Code, a trustee or examiner with expanded powers is appointed pursuant to the US Bankruptcy Code or the US Bankruptcy Court enters an Order pursuant to section 362 of the US Bankruptcy Code lifting the automatic stay with respect to any material portion of the Purchased Assets or (ii) the CCAA Proceeding is converted to a receivership or a bankruptcy under the BIA, a trustee in bankruptcy, receiver, receiver and manager or liquidator is appointed in respect of the Canadian Seller or its assets or business or if the CCAA Court grants an Order lifting the stay of proceeds with respect to any material portion of the Purchased Assets;

(i) [RESERVED];

(j) by Purchaser, upon (i) delivery by the DIP Agent of a Carve-Out Trigger Notice (as defined in the US DIP Order), (ii) the DIP Agent exercising remedies under Section 9.1(a), (b), or (c) (except, for the avoidance of doubt, any such direction made in accordance with the ~~Bid~~Sale Procedures ~~Order~~Orders) of the DIP Credit Agreement, (iii) an Event of Default (as each is defined in the DIP Credit Agreement) pursuant to Section 8.14(d) (except any violation, breach, or default of a Financing Order arising from any Event of Default other than 8.14(i) or 8.14(m) (as modified for purposes of this clause (j)) shall not constitute an Event of Default for purposes of this clause (j)), 8.14(i), or 8.14(m) (provided that (A) references in Section 8.14(m)(i) or (ii) therein to 15% shall be deemed to refer to 19% for purposes of this clause (j)

and references to 80% shall be deemed to refer to 76% for purposes of this clause (j), and (B) the budget attached to the final US DIP Order shall be used for the purposes of conducting the Section 8.14(m) testing for this clause (j)) of the DIP Credit Agreement (or a waiver of any Event of Default arising under Section 8.14(d), (i), or (m) of the DIP Credit Agreement (to the extent that it would constitute an Event of Default for purposes of the rights of Purchaser to terminate this Agreement under this clause (j)), without the consent of Purchaser), or (iv) if the DIP Orders or the DIP Credit Agreement are modified in any respect materially adverse to the interests of Purchaser without the consent of Purchaser; *provided*, that the Purchaser shall not have any termination right arising out of (a) any variance from the budget attached to the ~~interim~~final US DIP Order which occurred prior to the date of this Agreement ~~or~~, (b) any Event of Default (as defined in the DIP Credit Agreement) previously disclosed as of the date of this Agreement to Purchaser in writing, (c) any Event of Default subject to a forbearance agreement as of the date of this Agreement, including to permit an extension of the DIP Credit Agreement Stated Maturity Date (as defined in the DIP Credit Agreement) to April 14, 2023, or (d) the update to the DIP Budget provided to Purchaser as of the date of this Agreement, or, in the case of clauses (c) and (d), as further extended or updated as agreed to by the Sellers, the Purchaser and Creditors' Committee;

(k) by Purchaser, if for any reason whatsoever, Purchaser is unable to include the Credit Bid as part of the Purchase Price, in any amount Purchaser deems fit, for the Purchased Assets;

(l) by Purchaser, if the Sale Procedures Orders (including the Sale Procedures) or the Sale Orders are modified in any material respect without the consent of Purchaser;

(m) by Purchaser, if Sellers are unable to assign a Material Contract that Purchaser has elected to purchase and assume;

(n) by Purchaser, if the condition set forth in Section 9.2(f) is not capable of being satisfied;

(o) by Purchaser, if the Exit Costs exceed $2,900,000;

(p) by Purchaser, if the Select Assumed Liabilities exceed $6,500,000; or

(q) by Purchaser, if the amount necessary to conduct an orderly wind down of Sellers after the Closing Date exceeds the limitation amount set forth in the definition of Designated Amount.

In the event of termination of this Agreement as permitted by Section 10.1, this Agreement shall become void and of no further force and effect, except for the provisions of ARTICLE XII, which shall remain in full force and effect, and nothing in this Agreement shall be deemed to release or relieve any party from any Liability for any fraud or willful breach by such party of the terms and provisions of this Agreement.

Section 10.2 Failure to Close.

(a) If this Agreement is terminated pursuant to Section 10.1, Purchaser shall, or shall cause its Affiliates, prior to applying any proceeds of realization against any Pre-Petition Term Loan Obligations and with priority over any other payments to be made from such proceeds to the Term Agent and after application to certain Obligations (as defined in the DIP Credit Agreement) as provided in Amendment No. 4 to Intercreditor Agreement, to forthwith turn over proceeds of the liquidation of the Term Loan Priority Collateral (as defined in the Pre-Petition Term Loan) in the amount equal to the Deferred Fees accrued through the date of termination (i) in the case of Deferred Fees owing to US Professionals, to the US Sellers estates, and (ii) in the case of Deferred Fees owing to Canadian Professionals, to the Canadian Professionals; *provided* that if such proceeds are insufficient to pay the full amount of the Deferred Fees, such amounts shall be allocated pro-rata amongst the Deferred Professionals based on their respective Deferred Fees as compared to the full amount of Deferred Fees; *provided, further,* that in respect to Deferred Fees paid to the US Sellers pursuant to this Section 10.2(a)(i), the US Sellers shall promptly return to Purchaser any Deferred Fees not subsequently allowed by final order of the US Bankruptcy Court.

(b) Payment of the Deferred Fees to the Canadian Professionals or to the US Sellers shall be paid by way of wire transfer in accordance with the wire transfer instructions as provided to Purchaser by each Canadian Professional and the US Sellers.

(c) The obligations of Purchaser to pay the Deferred Fees of counsel to Canadian Seller and the Monitor and counsel to the Monitor pursuant to Section 10.2(a) shall be secured by an increase to the existing Administration Charge (as defined in the CCAA Amended and Restated Initial Order) in the CCAA Proceeding up to the amount of such Deferred Fees over the Collateral to the extent not paid by Purchaser in accordance with Section 10.2(a); *provided, however,* that such increase shall be subject to the terms of the CCAA Sale Order. Notwithstanding anything to the contrary herein, if this Agreement is terminated pursuant to Section 10.1, the Purchaser shall not, and shall cause its Affiliates not to, use this Agreement as a basis for objecting to any further increases to the Administration Charge sought by any of the beneficiaries thereof.

(d) This Section 10.2 shall survive termination of this Agreement and the Deferred Professionals shall be third party beneficiaries of this Section 10.2.

ARTICLE XI
NO SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND CERTAIN COVENANTS

Section 11.1 No Survival of Representations and Warranties and Certain Covenants. None of the representations and warranties of Sellers or Purchaser contained in ARTICLE V and ARTICLE VI hereof, respectively, including the Seller Disclosure Schedule or any certificate or instrument delivered in connection herewith at or prior to the Closing, and none of the covenants contained in ARTICLE VII to be performed on or prior to the Closing shall survive the Closing other than Section 7.11(a). The Confidentiality Agreement and the parties'

respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing shall survive the Closing indefinitely unless otherwise set forth herein.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Governing Law. This Agreement and all claims and causes of action that may be based on, arise out of, or relate to this Agreement or the negotiation, execution, or performance of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware (without giving effect to any choice or conflict of laws principles), except to the extent that the Laws of such state are superseded by the US Bankruptcy Code or the CCAA, as applicable.

Section 12.2 Jurisdiction; Forum; Service of Process; Waiver of Jury. With respect to any Action arising out of or relating to this Agreement, each Seller and Purchaser hereby irrevocably:

(a) consents to the exclusive jurisdiction of (i) the US Bankruptcy Court, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement relating to the US Sellers and (ii) the CCAA Court, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement relating to the Canadian Seller. After US Sellers are no longer subject to the jurisdiction of the US Bankruptcy Court, the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States District Court for the District of Delaware ("**Selected Courts**") for any Action arising out of or relating to this Agreement or the other Transaction Documents and the transactions contemplated hereby and thereby (and agrees not to commence any Action relating hereto or thereto except in such courts) and waives any objection to venue being laid in the Selected Courts whether based on the grounds of forum non conveniens or otherwise, provided that the CCAA Court shall have jurisdiction over the Canadian Purchased Assets and the Canadian Assumed Liabilities;

(b) consents to service of process in any Action by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized international express carrier or delivery service, to Sellers or Purchaser at their respective addresses referred to in Section 12.5 hereof; *provided, however,* that nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law, and

(c) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS.

Section 12.3 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the parties hereto. No assignment of this Agreement may be made by any party at any time, whether or not by operation of law, without the other party's prior

written consent; *provided, however,* that if Purchaser is the Successful Bidder under the Sales Procedures, Purchaser may, without the consent of the other parties hereto, assign any of its rights, interests and obligations under this Agreement to one or more Affiliates of Purchaser or, with respect to the Assigned Claims and other rights to be assigned to the Trust pursuant to Section 7.6(d)(ii) and/or (iii), to the Trust, which assignment will not relieve Purchaser of any obligations hereunder. Except as specifically provided for herein, only the parties to this Agreement or their permitted assigns shall have rights under this Agreement.

Section 12.4 Entire Agreement; Amendment. This Agreement, the Confidentiality Agreement and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and supersede all prior agreements relating to the subject matter hereof. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by Sellers and Purchaser expressly stating that such instrument is intended to amend, modify, supplement, waive, discharge or terminate this Agreement or such term hereof. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar).

Section 12.5 Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by electronic mail (with receipt confirmed), nationally recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other party:

(a) if to Sellers or Seller, to:

Dominion Colour Corporation
1 Concorde Gate
Suite 608, Toronto, Ontario, Canada
M3C 3N6
Attention: Scott Davido, CRO
Email: scott.davido@ankura.com

with a copy (that shall not constitute notice) to:

King & Spalding LLP
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309
Attention: Jeff Dutson, Rahul Patel
Email: jdutson@kslaw.com, rpatel@kslaw.com

-and-

Blake Cassels & Graydon LLP

199 Bay Street
Suite 4000, Commerce Court West
Toronto, ON M5L 1A9
Attention: Linc Rogers, Milly Chow
Email: linc.rogers@blakes.com; milly.chow@blakes.com

(b) if to Purchaser, to:

c/o Blackstone Alternative Credit Advisors LP
345 Park Avenue
31st Floor
New York, NY 10154
Attn: Randy Kessler
Email: randall.kessler@blackstone.com

with copies (that shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019-6099
Attention: Matthew Feldman, Jeffrey Pawlitz, Victor Okasmaa, and Morgan McDevitt
Email: mfeldman@willkie.com, jpawlitz@willkie.com, vokasmaa@willkie.com, and mmcdevitt@willkie.com

-and-

Cassels Brock & Blackwell LLP
40 King Street West
Suite 2100, Scotia Plaza
Toronto, ON M5H 3C2
Attention: Ryan Jacobs, Joseph Bellissimo, and Colin Ground
Email: rjacobs@cassels.com, jbellissimo@cassels.com, and cground@cassels.com

All such notices, requests, consents and other communications shall be deemed to have been given or made if and when delivered personally or by overnight courier to the parties at the above addresses or sent by electronic transmission, with confirmation received, to the e-mail addresses specified above (or at such other address for a party as shall be specified by like notice).

Section 12.6 Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to Sellers or Purchaser upon any breach or default of any party under this Agreement, shall impair any such right, power or remedy of Sellers or Purchaser nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or

default theretofore or thereafter occurring. Any waiver, Permit, Consent or approval of any kind or character on the part of Sellers or Purchaser of any breach or default under this Agreement, or any waiver on the part of any such party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, in equity, or otherwise afforded to Sellers or Purchaser shall be cumulative and not alternative.

Section 12.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signed facsimile, email in pdf format or other electronically signed copies of this Agreement shall legally bind the parties to the same extent as original documents.

Section 12.8 Severability. In the event that any one or more of the provisions of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force to the maximum extent permitted by Law and effect without said provisions; *provided* that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party. Any provision held invalid or unenforceable only in part or degree will remain in full force to the maximum extent permitted by Law to the extent not held invalid or unenforceable.

Section 12.9 Titles and Subtitles. The table of contents, titles, subtitles, and section headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

Section 12.10 No Public Announcement. Absent the prior written consent of the other party, neither Sellers nor Purchaser shall make any press release, public announcement or securities filing with any Governmental Authority concerning the transactions contemplated by the Transaction Documents, except as and to the extent that any such party shall be obligated to make any such disclosure by this Agreement or by applicable Law, and then only after giving the other party hereto adequate time to review such disclosure and consider in good faith the comments of the other party hereto and consultation as to such comments with such party as to the content of such disclosure; *provided, however*, that nothing in this Section 12.10 shall restrict the parties hereto from making disclosures to the US Bankruptcy Court or CCAA Court or in filings in the US Bankruptcy Court or CCAA Court; *provided, further, however,* that, to the extent practicable, the disclosing party provides the non-disclosing party with copies of all such filings or disclosures concerning the transactions contemplated by the Transaction Documents, to be delivered to such non-disclosing party at least two (2) Business Days in advance of any such filing or disclosure and that the disclosing party shall consider in good faith any comments made by the non-disclosing party to such filings or disclosures. Notwithstanding anything to the contrary herein or in the Confidentiality Agreement, the parties hereto and each of their respective employees, representatives or other agents, are permitted to disclose to any and all Persons the tax treatment and tax structure of the transactions and all materials of any kind (including opinions or other tax analyses) that are or have been provided to such parties related to such tax treatment and tax structure; *provided, however*, that the foregoing permission to disclose the tax treatment and tax structure does not permit the disclosure of any information that is not relevant to understanding the tax treatment or tax structure of the transactions (including

the identity of any party and the amounts paid in connection with the transactions); *provided, further, however*, that the tax treatment and tax structure shall be kept confidential to the extent necessary to comply with securities Laws.

Section 12.11 Specific Performance. Subject to ARTICLE X, Sellers and Purchaser agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the parties fail to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that, subject to ARTICLE X, (a) Sellers or Purchaser will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the parties' respective covenants and agreements under this Agreement that survive the Closing, without the requirement of posting a bond or other security, and without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (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 Purchaser would have entered into this Agreement. The remedies available to Sellers or Purchaser pursuant to this Section 12.11 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller or Purchaser from seeking to collect or collecting damages. In no event will this Section 12.11 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty of any Seller made herein.

Section 12.12 Free and Clear Transfer. Pursuant to section 363(f) of the US Bankruptcy Code and section 36 of the CCAA, upon the granting of the applicable Sales Orders, the transfer of the Purchased Assets shall be free and clear of any and all Liens (other than Permitted Liens, but excluding clause (iv) thereof), including any Liens or claims arising out of any bulk transfer Laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Orders.

Section 12.13 Non-Recourse. All claims, obligations, liabilities, or causes of action that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or the other Transaction Documents, or the negotiation, execution or performance of this Agreement or any other Transaction Documents (including any representation or warranty made in connection with or as an inducement to this Agreement or any other Transaction Documents) or the transactions contemplated hereby or thereby may be made only against (and are those solely of) the Persons that are expressly identified as parties to this Agreement and the other Transaction Documents. No other Person, including any of their past, present or future Affiliates, directors, officers, employees, incorporators, members, partners, managers, stockholders, agents, attorneys, or representatives of, or any financial advisors or lenders to any of the foregoing shall have any liabilities for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or the other Transaction Documents, or the negotiation, execution, performance, or breach thereof.

Section 12.14 Action by US Sellers. Holdings shall be entitled to act on behalf of each US Seller for any action required or permitted to be taken by any US Seller under this Agreement.

Section 12.15 Third Party Beneficiaries. Except as otherwise set forth herein, the terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first above written.

SELLERS:

H.I.G. Colors Holdings Inc.

By:_____
Name:
Title:

H.I.G. Colors, Inc.

By:_____
Name:
Title:

DCL Holdings (USA), Inc.

By:_____
Name:
Title:

DCL Corporation (USA), LLC

By:_____
Name:
Title:

DCL Corporation (BP), LLC

By:_____
Name:
Title:

Dominion Colour Corporation (USA)

By:_____
Name:
Title:

DCL Corporation

By:_____
Name:
Title:

PURCHASER:

Pigments ~~Holdings~~Services, Inc.

By:_____
Name: John Beberus
Title: President and Secretary

EXHIBIT A

DUTCH DEED OF TRANSFER

EXHIBIT B

BID DIRECTION LETTER

EXHIBIT C

SALE PROCEDURES

EXHIBIT D

CLOSING STEPS MEMORANDUM

Document comparison by Workshare Compare on Tuesday, March 28, 2023 7:13:03 PM

Input:	
Document 1 ID	file://C:\Users\NAB\Work Folders\Documents\DCL Corporation\Motion (Sale Approval), returnable March 29, 2023\DCL - Amended Asset Purchase Agreement [Execution Version].DOCX
Description	DCL - Amended Asset Purchase Agreement [Execution Version]
Document 2 ID	file://C:\Users\NAB\Work Folders\Documents\DCL Corporation\Motion (Sale Approval), returnable March 29, 2023\DCL - Second Amended and Restated Asset Purchase Agreement [Execution Version].DOCX
Description	DCL - Second Amended and Restated Asset Purchase Agreement [Execution Version]
Rendering set	Standard

Legend:	
Insertion	
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Style change	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	240
Deletions	177
Moved from	4

Moved to	4
Style changes	0
Format changes	0
Total changes	425

Court File No.: CV-22-00691990-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENT TO THE FOURTH AFFIDAVIT OF SCOTT DAVIDO (SWORN MARCH 28, 2023)

BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto Ontario M5L 1A9

Linc Rogers LSO #43562N
Tel: 416-863-4168
Email: linc.rogers@blakes.com

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Tel: 416-863-2594
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Email: alexia.parente@blakes.com

Lawyers for the Applicant

TAB 2

Court File No. CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	THURSDAY, THE 29th
	)	
JUSTICE OSBORNE	)	DAY OF MARCH, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

ORDER
(Stay Extension)

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order seeking the extension of the Stay Period to June 30, 2023, was heard this day by judicial video conference via Zoom in Toronto, Ontario.

ON READING the materials filed, including the Notice of Motion, the affidavit of Scott Davido sworn March 10, 2023 (the "**Fourth Davido Affidavit**") and the exhibits attached thereto, the affidavit of Scott Davido sworn March 28, 2023 and the exhibits attached thereto, and the fourth report of Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicant (the "**Monitor**") dated March 28, 2023, and on hearing submissions of counsel for the Applicant, counsel for the Monitor, counsel for Pigments and the Canadian Assets Purchasers, and those other parties present, no one appearing for any other person on the service list,

although properly served as appears from the Lawyer's Certificate of Service dated March 28, 2023 filed:

DEFINITIONS

1. **THIS COURT ORDERS AND DECLARES** that capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Fourth Davido Affidavit.

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period is hereby extended until and including June 30, 2023.

AID AND RECOGNITION

3. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the Netherlands or the United Kingdom to give effect to this Order and to assist the Applicant and the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court and the Applicant, as may be necessary or desirable to give effect to this Order or to assist the Applicant and the Monitor and its agents in carrying out the terms of this Order.

4. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.

_____

Court File No.: CV-22-00691990-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985 c. C-36

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL Corporation

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

ORDER
(Stay Extension)

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Toronto, Ontario M5L 1A9

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Milly Chow, LSO #35411D
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Alexia Parente, LSO# 81927G
Tel: 416-863-2417
Email: alexia.parente@blakes.com

Lawyers for the Applicant

TAB 3

Court File No. CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	THURSDAY, THE 29th
	)	
JUSTICE OSBORNE	)	DAY OF MARCH, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order:

(i) approving the transactions (collectively, the "**Transaction**") contemplated by a second amended and restated asset purchase agreement (the "**Second Amended and Restated Sale Agreement**") dated as of March 28, 2023, between DCL Corporation, as "Canadian Seller", and its U.S. based related parties, H.I.G. Colors Holdings Inc., H.I.G. Colors, Inc., DCL Holdings (USA), Inc., DCL Corporation (USA) LLC, DCL Corporation (BP) LLC, and Dominion Colour Corporation (USA), as "US Sellers", and Pigments Services, Inc. as "Purchaser" (including any permitted assignees, "**Pigments**"), and attached as Exhibit "E" to

the affidavit of Scott Davido sworn March 28, 2023 (the "**Supplemental Davido Affidavit**");

(ii) vesting in and to Pigments' assignee, Pigments Services Canada, Inc. (the "**Canadian Operating Purchaser**"), the Applicant's right, title and interest in and to the Canadian Operating Assets (as defined below);

(iii) vesting in and to Pigments' assignee, Pigments Canada Real Estate LP (the "**Ajax Purchaser**"), the Applicant's right, title and interest in and to the Ajax Plant (as defined below); and

(iv) vesting in and to Pigments Services, Inc. (the "**European Shares Purchaser**" and together with the Canadian Operating Purchaser and the Ajax Purchaser, the "**Canadian Assets Purchasers**") the Applicant's right, title and interest in and to the European Shares (as defined below),

was heard this day by judicial video conference via Zoom in Toronto, Ontario.

ON READING the materials filed, including the Notice of Motion, the affidavit of Scott Davido sworn March 10, 2023 (the "**Fourth Davido Affidavit**") and the exhibits attached thereto, the Supplemental Davido Affidavit and the exhibits attached thereto, and the fourth report of Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicant (the "**Monitor**") dated March 28, 2023, and on hearing submissions of counsel for the Applicant, counsel for the Monitor, counsel for Pigments and the Canadian Assets Purchasers, and those other parties present, no one appearing for any other person on the service list, although properly served as appears from the Lawyer's Certificate of Service dated March 28, 2023 filed:

DEFINITIONS

1. **THIS COURT ORDERS AND DECLARES** that capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Fourth Davido Affidavit, including terms in the Fourth Davido Affidavit defined by way of cross reference.

SALE APPROVAL

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the Second Amended and Restated Sale Agreement is hereby approved, with such non-material amendments as the parties thereto may deem necessary, with the consent of the Monitor. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Canadian Purchased Assets (as defined in the Second Amended and Restated Sale Agreement) to the Canadian Assets Purchasers.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to Pigments and the Sellers (as defined in the Second Amended and Restated Sale Agreement) substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Applicant's right, title and interest in and to:

(a) the Canadian Purchased Assets, including the real properties with the legal descriptions set out in **Schedule "B"** hereto (the "**Canadian Operating Real Property**") but excluding the Ajax Plant and European Shares (the "**Canadian Operating Assets**"), shall vest absolutely in the Canadian Operating Purchaser;

(b) the real property with the legal description set out in **Schedule "C"** hereto (the "**Ajax Plant**"), shall vest absolutely in the Ajax Purchaser; and

(c) 1,467,591 ordinary shares of DCL Corporation (Europe) Limited and 600,000 ordinary shares in the share capital of DCL Corporation (NL) B.V. (collectively, the "**European Shares**") shall vest absolutely in the European Shares Purchaser,

in each case, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Amended and Restated Initial Order dated December 29, 2022, made in these CCAA proceedings (the "**ARIO**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) ("**PPSA**") or any other personal property registry system; and (iii) those Claims listed on **Schedule "D"** hereto with respect to the Canadian Operating Real Property and **Schedule "E"** hereto with respect to the Ajax Plant (all of which are collectively referred to as the "**Encumbrances**", which term shall not include Assumed Liabilities (as defined in the Second Amended and Restated Sale Agreement) and the permitted encumbrances, easements and restrictive covenants and PPSA registrations listed on **Schedule "F"** hereto (the "**Permitted Encumbrances**")) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Canadian Purchased Assets are hereby expunged and discharged as against the Canadian Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Offices for the Land Titles Division of Toronto (No. 66) and the Land Titles Division of Durham (No. 40), respectively, of an Application for Vesting Order prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Canadian Operating Purchaser as the owner of the Canadian Operating Real Property (as described in **Schedule "B"** hereto) hereto in fee simple, and is hereby directed to delete and expunge from title to the Canadian Operating Real Property all the Claims listed in **Schedule "D"** hereto, subject only to the Permitted Encumbrances relating to the Canadian Operating Real Property listed in **Schedule "F"** hereto.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Durham (No. 40) of an Application for Vesting Order prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter Pigments Canada Real Estate Associates Inc., in its capacity as general partner of the Ajax Purchaser, as the registered owner of the Ajax Plant (as described in **Schedule "C"** hereto) hereto in fee simple, and is hereby directed to delete and expunge from title to the Ajax Plant all the Claims listed in **Schedule "E"** hereto, subject only to the Permitted Encumbrances relating to the Ajax Plant listed in **Schedule "F"** hereto.

6. **THIS COURT ORDERS** that the Monitor is authorized to hold the Canadian Designated Amount Portion (as defined in the Second Amended and Restated Sale Agreement) pending further Order of this Court.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the CCAA Cash Pool, to be held by the Monitor pending further Order of this Court,

shall stand in the place and stead of the Canadian Purchased Assets, and that from and after the delivery of the Monitor's Certificate to Pigments and the Sellers, all Claims and Encumbrances (including, the Administration Charge), shall attach to the CCAA Cash Pool, but excluding any Claims and Encumbrances in respect of or relating to: (a) the ABL Credit Agreement (as defined in the First Davido Affidavit) (including the ABL Pre-Filing Security); (b) the Final DIP ABL Credit Agreement (including the DIP Charge); (c) the Term Credit Agreement (as defined in the First Davido Affidavit) (including the Term Loan Security); (d) the Intercompany Agreements (as defined in the First Davido Affidavit) (including the Intercompany Charge); and (e) the Directors' Charge, with the same priority as they had with respect to the Canadian Purchased Assets immediately prior to the Transaction, as if the Canadian Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the Transaction. The Administration Charge, the ABL Pre-Filing Security, the DIP Charge, the Term Loan Security, the Intercompany Charge and the Directors' Charge shall have the meanings ascribed to them in the ARIO.

8. **THIS COURT ORDERS** that the quantum secured by the Administration Charge against the Term Loan Priority Collateral (as such terms are defined in the ARIO) is increased by the amount of the Deferred Fees (as defined in the Second Amended and Restated Sale Agreement) owing to counsel to the Applicant, the Monitor and counsel to the Monitor, provided that such increase shall only secure such Deferred Fees and only to the extent that Pigments does not pay such Deferred Fees in accordance with the Second Amended and Restated Sale Agreement. Any such increase in the Administration Charge shall not be or form a charge on the ABL Priority Collateral in priority to the DIP Lender's Charge (as defined in the ARIO), and any component of such increase in the Administration Charge to secure the Deferred Fees of counsel

to the Applicant shall also not be or form a charge on the Term Loan Priority Collateral in priority to the DIP Agent's rights (if any) under the ICA Fourth Amendment (as defined in the Supplemental Davido Affidavit).

9. **THIS COURT ORDERS** that, upon delivery of the Monitor's Certificate to Pigments and to the Sellers in accordance with the terms hereof, the DIP Charge, the Intercompany Charge and the Directors' Charge are hereby extinguished and released.

10. **THIS COURT ORDERS** that concurrently on or immediately following Closing, the Applicant shall indefeasibly and irrevocably repay, or cause to be repaid, in full in cash its Obligations (as defined in the Final DIP ABL Credit Agreement) and Pre-Petition ABL Obligations (as defined in the Final DIP ABL Credit Agreement) (the "**DIP Distribution**") and that the Applicant is authorized to sign a direction at the time of Closing, in a form acceptable to the Monitor, irrevocably authorizing Pigments to pay the DIP Distribution directly to the DIP Agent. The DIP Distribution shall be free and clear of all Encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, a transfer at undervalue, a fraudulent conveyance or other reviewable transaction under the BIA, the CCAA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

12. **THIS COURT ORDERS** that the Monitor may rely on written notice from Pigments and the Sellers, regarding the satisfaction or waiver of conditions to Closing under the Second Amended and Restated Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

13. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Applicant and the Monitor are authorized and permitted to disclose and transfer to Pigments and the Sellers all human resources and payroll information in the Applicant's records pertaining to the Applicant's past and current employees, including personal information of those employees listed on schedules to the Second Amended and Restated Sale Agreement. Pigments and the Canadian Assets Purchasers shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicant.

14. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Applicant;

the vesting of the Canadian Purchased Assets in the Canadian Assets Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the

Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

NAME CHANGE

15. **THIS COURT ORDERS** that (a) the Applicant is hereby authorized, directed and permitted on or after Closing to execute and file articles of amendment or such other documents or instruments as may be required (including any necessary corporate resolutions) to change the legal name of the Applicant to the applicable legal name, as determined by the Applicant, in accordance with section 7.11 of the Second Amended and Restated Sale Agreement, and such articles, documents or other instruments (including any necessary corporate resolutions) shall be deemed to be duly authorized, valid and effective and shall be accepted by the Director, as defined in, and appointed under the Ontario *Business Corporations Act*, without the requirement (if any) of obtaining director or shareholder approval pursuant to any federal or provincial legislation; and (b) any third-party requirements, required consents or solvency requirement pursuant to any federal or provincial legislation relating to same shall be waived.

AID AND RECOGNITION

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the Netherlands or the United Kingdom to give effect to this Order and to assist the Applicant and the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals,

regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court and the Applicant, as may be necessary or desirable to give effect to this Order or to assist the Applicant and the Monitor and its agents in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.

_____

Schedule "A" – Form of Monitor's Certificate

Court File No. CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "**Court**") dated December 20, 2022, the Applicant was granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and Alvarez & Marsal Canada Inc. was appointed as the monitor (the "**Monitor**") of the Applicant. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the affidavit of Scott Davido sworn March 10, 2023, filed in these CCAA proceedings.

B. Pursuant to an Order of the Court dated March 29, 2023 (the "**Approval and Vesting Order**"), the Court approved the second amended and restated asset purchase agreement dated as of March 28, 2023 (the "**Second Amended and Restated Sale Agreement**") between the Applicant, as "Canadian Seller", and its U.S. based related parties, H.I.G. Colors Holdings Inc., H.I.G. Colors, Inc., DCL Holdings (USA), Inc., DCL Corporation (USA) LLC, DCL

Corporation (BP) LLC, and Dominion Colour Corporation (USA), as "US Sellers" (collectively, the Canadian Seller and the US Sellers, the "**Sellers**") and Pigments Services, Inc. as "Purchaser" (including any permitted assignees, "**Pigments**"), and provided for the vesting in the Canadian Operating Purchaser, the Ajax Purchaser and the European Shares Purchaser, as applicable, the Applicant's right, title and interest in and to the Canadian Operating Assets, the Ajax Plant and the European Shares, respectively, which vesting is to be effective upon the delivery by the Monitor to Pigments and the Sellers of a certificate confirming that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from Pigments and the Sellers that the conditions to Closing as set out in Article 9 of the Second Amended and Restated Sale Agreement have been satisfied or waived by Pigments and the Sellers, as applicable.

THE MONITOR CERTIFIES the following:

1. The Monitor has received (a) the CCAA Cash Pool (as defined in the Second Amended and Restated Sale Agreement), and (b) the Canadian Designated Amount Portion (as defined in the Second Amended and Restated Sale Agreement) to be delivered to the Monitor, on behalf of the Canadian Seller, pursuant to the Second Amended and Restated Sale Agreement.

2. The Monitor has received written confirmation from Pigments and the Sellers, in form and substance satisfactory to the Monitor, that all conditions to Closing as set out in Article 9 of the Second Amended and Restated Sale Agreement have been satisfied or waived by Pigments and the Sellers, as applicable.

3. This Certificate was delivered by the Monitor to Pigments and the Sellers at _____ [TIME] on _____ [DATE].

ALVAREZ & MARSAL CANADA INC. in its capacity as Court-appointed Monitor of DCL Corporation, and not in its personal capacity

Per: _____

Name:

Title:

Schedule "B" – Canadian Operating Real Property

Municipal Address	**Legal Description**
Land Registry Office for the Land Titles Division of Durham (No. 40)	
435 Finley Avenue, Ajax, Ontario	**PIN 26464-0051 (LT):** PT BLK E PL M26, PTS 11, 12, 13, 14, 15, 16, 17, 18 & 19, PLAN 40R26696; SUBJECT TO AN EASEMENT AS IN LT497617; TOWN OF AJAX
Land Registry Office for the Land Titles Division of Toronto (No. 66)	
199 New Toronto Street, Toronto	**PIN 07600-0171 (LT):** LT B & X, PL 1043 , PART 1 & 2 , 64R9896 ; S/T & T/W TB114144 ; ETOBICOKE , CITY OF TORONTO

Schedule "C" – Ajax Plant

Municipal Address	**Legal Description**
Land Registry Office for the Land Titles Division of Durham (No. 40)	
445 Finley Avenue, Ajax, Ontario	**PIN 26464-0052 (LT):** PCL BLOCK E-2 SEC M26; PT BLK E PL M26, PTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 40R26696; SUBJECT TO AN EASEMENT AS IN LT497617; TOWN OF AJAX

Schedule "D" – Claims to be deleted and expunged from title to the Canadian Operating Real Property

435 Finley Avenue, Ajax, Ontario

1. Instrument No. DR1708482 registered on June 6, 2018, is a charge/mortgage given by Dominion Colour Corporation, as chargor, in favour of Kelly Faykus and Virtus Group, LP, as chargees.

2. Instrument No. DR2152251 registered on July 12, 2022, is a transfer of charge given by Kelly Faykus and Virtus Group, LP, as transferors, in favour of Delaware Trust Company, as transferee.

199 New Toronto Street, Toronto

1. Instrument No. AT4880812 registered on June 6, 2018, is a charge/mortgage given by Dominion Colour Corporation, as chargor, in favour of Kelly Faykus and Virtus Group, LP, as chargees.

2. Instrument No. AT6168591 registered on August 26, 2022, is a transfer of charge given by Kelly Faykus and Virtus Group, LP, as transferors, in favour of Delaware Trust Company, as transferee.

Schedule "E" – Claims to be deleted and expunged from title to the Ajax Plant

445 Finley Avenue, Ajax, Ontario

1. Instrument No. DR1708482 registered on June 6, 2018, is a charge/mortgage given by Dominion Colour Corporation, as chargor, in favour of Kelly Faykus and Virtus Group, LP, as chargees.

2. Instrument No. DR2152251 registered on July 12, 2022, is a transfer of charge given by Kelly Faykus and Virtus Group, LP, as transferors, in favour of Delaware Trust Company, as transferee.

Schedule "F" – Permitted Encumbrances

1. Easements and Restrictive Covenants related to the Canadian Operating Real Property and the Ajax Plant (collectively, the "Real Property")

(unaffected by the Vesting Order)

Capitalized terms used in this Schedule shall have the meanings given to them in the Second Amended and Restated Sale Agreement

(a) Encumbrances related to Taxes and utilities arising by operation of law (statutory or otherwise) which relate to or secure Liabilities that in each case are not yet due or are not in arrears or, if due or in arrears, the validity of which is being contested;

(b) construction, mechanics', carriers', workers', repairers', storers' or other similar Encumbrances (inchoate or otherwise) if individually or in the aggregate: (i) they are not material; (ii) they arose or were incurred in the ordinary course of business; (iii) they have not been filed, recorded or registered in accordance with applicable Law; (iv) notice of them has not been given to the Applicant; and (v) the indebtedness secured by them is not in arrears;

(c) title defects or irregularities, unregistered easements or rights of way, and other unregistered restrictions or discrepancies affecting the use of real property if such title defects, irregularities or restrictions would be disclosed by an up-to-date survey of such real property or, if not, are complied with in all material respects and do not, in the aggregate, materially adversely affect the operation of the Business or the continued use of the real property to which they relate after the Closing on substantially the same basis as the Business is currently being operated and such real property is currently being used;

(d) easements, covenants, rights of way and other restrictions if registered provided that they are complied with in all material respects and do not, in the aggregate, materially adversely affect the operation of the Business or the continued use of the real property to which they relate after the Closing on substantially the same basis as the Business is currently being operated and such real property is currently being used;

(e) registered agreements with municipalities or public utilities if they have been complied with in all material respects or adequate security has been furnished to secure compliance;

(f) registered easements on real property for the supply of utilities or telephone services and for drainage, storm or sanitary sewers, public utilities lines, telephone lines, cable television lines or other services, provided such easements have been complied with in all material respects;

(g) registered easements or rights-of-way for the passage, ingress and egress of Persons and vehicles over parts of the Real Property, provided such easements or rights-of-way have been complied with in all material respects;

(h) facility cost sharing, servicing, parking, reciprocal and other similar agreements with neighbouring landowners and/or any Governmental Authority in respect of the Real Property, provided such agreements have been complied with in all material respects;

(i) any minor encroachments by any structure located on the Real Property onto any adjoining lands and any minor encroachment by any structure located on adjoining lands onto the Real Property;

(j) all encumbrances and instruments registered against title to the Real Property; and

(k) in respect of the Real Property, the provisions of any applicable Law, including by-laws, regulations, airport zoning regulations, ordinances and similar instruments relating to development and zoning, and any reservations, exceptions, limitations, provisos and conditions contained in the original Crown grant or patent.

2. PPSA Registrations

(a) PPSA registration number 20201028 1933 1531 4766 in favour of De Lage Landen Financial Services Canada Inc. **("De Lage")**, but only to the extent that De Lage has obtained the priority afforded to the holder of a purchase money security interest under Section 33(2) of the PPSA.

Court File No.: CV-22-00691990-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985 c. C-36

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL Corporation
Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at Toronto

APPROVAL AND VESTING ORDER

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Lawyers for the Applicant

TAB 4

~~Revised: January 21, 2014~~

Court File No. ~~—~~CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~—~~MR.	)	~~WEEKDAY~~THURSDAY, THE #29th
	)	
JUSTICE ~~—~~OSBORNE	)	DAY OF ~~MONTH~~MARCH,
	)	~~20YR~~2023

~~B E T W E E N:~~

~~**PLAINTIFF**~~

~~Plaintiff~~

~~— and —~~

~~**DEFENDANT**~~

~~Defendant~~

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME] in its capacity as the Court-appointed receiver~~the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the ~~"Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~"**CCAA**"), for an order :

(i) approving the ~~sale transaction (~~transactions (collectively, the ~~"~~"**Transaction**~~"~~") contemplated by ~~an~~a second amended and restated asset purchase agreement ~~of purchase and sale~~ (the ~~"~~"**Second Amended and Restated Sale Agreement**~~")~~") dated as of March 28, 2023, between ~~the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended~~DCL Corporation, as "Canadian Seller", and its U.S. based related parties, H.I.G. Colors Holdings Inc., H.I.G. Colors, Inc., DCL Holdings (USA), Inc., DCL Corporation (USA) LLC, DCL Corporation (BP) LLC, and Dominion Colour Corporation (USA), as "US Sellers", and Pigments Services, Inc. as "Purchaser" (including any permitted assignees, "**Pigments**"), and attached as Exhibit "E" to the ~~Report~~affidavit of ~~the Receiver dated [DATE] (the "Report"), and~~ Scott Davido sworn March 28, 2023 (the "**Supplemental Davido Affidavit**");

(ii) vesting in and to Pigments' assignee, Pigments Services Canada, Inc. (the "**Canadian Operating Purchaser**"), the Applicant's right, title and interest in and to the Canadian Operating Assets (as defined below);

(iii) vesting in and to Pigments' assignee, Pigments Canada Real Estate LP (the "**Ajax Purchaser**"), the ~~Debtor~~Applicant's right, title and interest in and to the ~~assets described in the Sale Agreement (the "Purchased Assets"~~Ajax Plant (as defined below); and

(iv) vesting in and to Pigments Services, Inc. (the "**European Shares Purchaser**" and together with the Canadian Operating Purchaser and the Ajax Purchaser, the "**Canadian Assets Purchasers**") the Applicant's right, title and interest in and to the European Shares (as defined below),

was heard this day ~~at 330 University Avenue,~~by judicial video conference via Zoom in Toronto, Ontario.

ON READING the ~~Report~~materials filed, including the Notice of Motion, the affidavit of Scott Davido sworn March 10, 2023 (the "**Fourth Davido Affidavit**") and the exhibits attached thereto, the Supplemental Davido Affidavit and the exhibits attached thereto, and the fourth report of Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicant (the "**Monitor**") dated March 28, 2023, and on hearing ~~the~~ submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING]~~Applicant, counsel for the Monitor, counsel for Pigments and the Canadian Assets Purchasers, and those other parties present, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit of [NAME] sworn [DATE]~~Lawyer's Certificate of Service dated March 28, 2023 filed[1]:

DEFINITIONS

1. **THIS COURT ORDERS AND DECLARES** that capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Fourth Davido Affidavit, including terms in the Fourth Davido Affidavit defined by way of cross reference.

SALE APPROVAL

2. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,[2] and the Second Amended and ~~the execution of the~~Restated Sale Agreement ~~by the~~

[1] ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~Receiver~~[3] is hereby ~~authorized and~~ approved, with such ~~minor~~non-material amendments as the ~~Receiver~~parties thereto may deem necessary, with the consent of the Monitor. The ~~Receiver~~Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Canadian Purchased Assets ~~to the Purchaser~~(as defined in the Second Amended and Restated Sale Agreement) to the Canadian Assets Purchasers.

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Monitor's certificate to Pigments and the ~~Purchaser~~Sellers (as defined in the Second Amended and Restated Sale Agreement) substantially in the form attached as **Schedule "A"** hereto (the ~~"Receiver'~~"**Monitor's Certificate**~~"~~"), all of the ~~Debtor'~~Applicant's right, title and interest in and to :

(a) the Canadian Purchased Assets ~~described in the Sale Agreement [and listed on~~, including the real properties with the legal descriptions set out in **Schedule "B"** hereto (the "**Canadian Operating Real Property**") but excluding the Ajax Plant and European Shares (the "**Canadian Operating Assets**"), shall vest absolutely in the Canadian Operating Purchaser;

~~[2] In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~[3] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

(b) the real property with the legal description set out in **Schedule ~~B~~"C"** hereto~~]~~[4] (the "**Ajax Plant**"), shall vest absolutely in the Ajax Purchaser; and

(c) 1,467,591 ordinary shares of DCL Corporation (Europe) Limited and 600,000 ordinary shares in the share capital of DCL Corporation (NL) B.V. (collectively, the "**European Shares**") shall vest absolutely in the European Shares Purchaser,

in each case, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the ~~"~~"**Claims**~~"~~[5]"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Amended and Restated Initial Order ~~of the Honourable Justice [NAME] dated [DATE]~~dated December 29, 2022, made in these CCAA proceedings (the "**ARIO**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) ("**PPSA**") or any other personal property registry system; and (iii) those Claims listed on **Schedule ~~C~~"D"** hereto with respect to the Canadian Operating Real Property and **Schedule "E"** hereto with respect to the Ajax Plant (all of which are collectively referred to as the ~~"~~"**Encumbrances**~~"~~", which term shall

~~[4] To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

~~[5] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

not include Assumed Liabilities (as defined in the Second Amended and Restated Sale Agreement) and the permitted encumbrances, easements and restrictive covenants and PPSA registrations listed on **Schedule ~~D~~"F"** hereto (the "**Permitted Encumbrances**")) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Canadian Purchased Assets are hereby expunged and discharged as against the Canadian Purchased Assets.

4. ~~3.~~ **THIS COURT ORDERS** that upon the registration in the Land Registry ~~Office~~Offices for the ~~[Registry~~Land Titles Division of ~~{LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver]~~[Toronto (No. 66) and the Land Titles Division of ~~{LOCATION}~~Durham (No. 40), respectively, of an Application for Vesting Order ~~in the form~~ prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*~~]~~[6], the Land Registrar is hereby directed to enter the Canadian Operating Purchaser as the owner of the ~~subject real property identified~~Canadian Operating Real Property (as described in **Schedule "B"** hereto ~~(the "Real Property")~~ hereto in fee simple, and is hereby directed to delete and expunge from title to the Canadian Operating Real Property all ~~of~~ the Claims listed in **Schedule ~~C~~"D"** hereto, subject only to the Permitted Encumbrances relating to the Canadian Operating Real Property listed in **Schedule "F"** hereto.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Durham (No. 40) of an Application for Vesting Order prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter Pigments Canada Real Estate Associates Inc., in its capacity as general partner of the

[6] ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

Ajax Purchaser, as the registered owner of the Ajax Plant (as described in **Schedule "C"** hereto) hereto in fee simple, and is hereby directed to delete and expunge from title to the Ajax Plant all the Claims listed in **Schedule "E"** hereto, subject only to the Permitted Encumbrances relating to the Ajax Plant listed in **Schedule "F"** hereto.

6. **THIS COURT ORDERS** that the Monitor is authorized to hold the Canadian Designated Amount Portion (as defined in the Second Amended and Restated Sale Agreement) pending further Order of this Court.

7. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the ~~net proceeds[7] from the sale of the Purchased Assets~~CCAA Cash Pool, to be held by the Monitor pending further Order of this Court, shall stand in the place and stead of the Canadian Purchased Assets, and that from and after the delivery of the ~~Receiver's~~Monitor's Certificate to Pigments and the Sellers, all Claims and Encumbrances (including, the Administration Charge), shall attach to the ~~net proceeds from the sale of the Purchased Assets~~CCAA Cash Pool, but excluding any Claims and Encumbrances in respect of or relating to: (a) the ABL Credit Agreement (as defined in the First Davido Affidavit) (including the ABL Pre-Filing Security); (b) the Final DIP ABL Credit Agreement (including the DIP Charge); (c) the Term Credit Agreement (as defined in the First Davido Affidavit) (including the Term Loan Security); (d) the Intercompany Agreements (as defined in the First Davido Affidavit) (including the Intercompany Charge); and (e) the Directors' Charge, with the same priority as they had with respect to the Canadian Purchased Assets immediately prior to the ~~sale~~[8]Transaction, as if the

~~[7] The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

~~[8] This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect~~

Canadian Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the ~~sale~~Transaction. The Administration Charge, the ABL Pre-Filing Security, the DIP Charge, the Term Loan Security, the Intercompany Charge and the Directors' Charge shall have the meanings ascribed to them in the ARIO.

8. **THIS COURT ORDERS** that the quantum secured by the Administration Charge against the Term Loan Priority Collateral (as such terms are defined in the ARIO) is increased by the amount of the Deferred Fees (as defined in the Second Amended and Restated Sale Agreement) owing to counsel to the Applicant, the Monitor and counsel to the Monitor, provided that such increase shall only secure such Deferred Fees and only to the extent that Pigments does not pay such Deferred Fees in accordance with the Second Amended and Restated Sale Agreement. Any such increase in the Administration Charge shall not be or form a charge on the ABL Priority Collateral in priority to the DIP Lender's Charge (as defined in the ARIO), and any component of such increase in the Administration Charge to secure the Deferred Fees of counsel to the Applicant shall also not be or form a charge on the Term Loan Priority Collateral in priority to the DIP Agent's rights (if any) under the ICA Fourth Amendment (as defined in the Supplemental Davido Affidavit).

~~insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

9. **THIS COURT ORDERS** that, upon delivery of the Monitor's Certificate to Pigments and to the Sellers in accordance with the terms hereof, the DIP Charge, the Intercompany Charge and the Directors' Charge are hereby extinguished and released.

10. **THIS COURT ORDERS** that concurrently on or immediately following Closing, the Applicant shall indefeasibly and irrevocably repay, or cause to be repaid, in full in cash its Obligations (as defined in the Final DIP ABL Credit Agreement) and Pre-Petition ABL Obligations (as defined in the Final DIP ABL Credit Agreement) (the "**DIP Distribution**") and that the Applicant is authorized to sign a direction at the time of Closing, in a form acceptable to the Monitor, irrevocably authorizing Pigments to pay the DIP Distribution directly to the DIP Agent. The DIP Distribution shall be free and clear of all Encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, a transfer at undervalue, a fraudulent conveyance or other reviewable transaction under the BIA, the CCAA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. ~~5.~~ **THIS COURT ORDERS AND DIRECTS** the ~~Receiver~~Monitor to file with the Court a copy of the ~~Receiver'~~Monitor's Certificate, forthwith after delivery thereof.

12. **THIS COURT ORDERS** that the Monitor may rely on written notice from Pigments and the Sellers, regarding the satisfaction or waiver of conditions to Closing under the Second

Amended and Restated Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

13. ~~6.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the ~~Receiver is~~Applicant and the Monitor are authorized and permitted to disclose and transfer to Pigments and the ~~Purchaser~~Sellers all human resources and payroll information in the ~~Company's~~Applicant's records pertaining to the ~~Debtor's~~Applicant's past and current employees, including personal information of those employees listed on ~~Schedule "●"~~schedules to the Second Amended and Restated Sale Agreement. ~~The Purchaser~~Pigments and the Canadian Assets Purchasers shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Applicant.

14. ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of the ~~Debtor~~Applicant and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the ~~Debtor~~Applicant;

the vesting of the Canadian Purchased Assets in the ~~Purchaser~~Canadian Assets Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Applicant and shall not be void or voidable by creditors of the ~~Debtor~~Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the ~~*Bankruptcy and Insolvency Act* (Canada)~~CCAA, the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

NAME CHANGE

15. **THIS COURT ORDERS** that (a) the Applicant is hereby authorized, directed and permitted on or after Closing to execute and file articles of amendment or such other documents or instruments as may be required (including any necessary corporate resolutions) to change the legal name of the Applicant to the applicable legal name, as determined by the Applicant, in accordance with section 7.11 of the Second Amended and Restated Sale Agreement, and such articles, documents or other instruments (including any necessary corporate resolutions) shall be deemed to be duly authorized, valid and effective and shall be accepted by the Director, as defined in, and appointed under the Ontario *Business Corporations Act*, without the requirement (if any) of obtaining director or shareholder approval pursuant to any federal or provincial legislation; and (b) any third-party requirements, required consents or solvency requirement pursuant to any federal or provincial legislation relating to same shall be waived.

AID AND RECOGNITION

16. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in~~, the United States, the Netherlands or the United Kingdom to give effect to this Order and to assist the ~~Receiver~~Applicant and the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Receiver~~Monitor, as an officer of this Court and the Applicant, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Applicant and the Monitor and its agents in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.

~~Revised: January 21, 2014~~

Schedule "A" – Form of ~~Receiver~~Monitor's Certificate

Court File No. ~~_____~~CV-22-00691990-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

~~B E T W E E N:~~

~~**PLAINTIFF**~~

~~Plaintiff~~

~~– and –~~

~~**DEFENDANT**~~

~~Defendant~~

~~**RECEIVER**~~

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL CORPORATION (the "**Applicant**")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Justice Conway of the Ontario Superior Court of Justice (the ~~"~~"**Court**~~"~~") dated ~~[DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~December 20, 2022, the Applicant was granted protection

under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and Alvarez & Marsal Canada Inc. was appointed as the monitor (the "**Monitor**") of the Applicant. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the affidavit of Scott Davido sworn March 10, 2023, filed in these CCAA proceedings.

B. Pursuant to an Order of the Court dated [DATE]March 29, 2023 (the "**Approval and Vesting Order**"), the Court approved the second amended and restated asset purchase agreement of purchase and sale madedated as of [DATE OF AGREEMENT] (the "March 28, 2023 (the "**Second Amended and Restated Sale Agreement**"") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser"Applicant, as "Canadian Seller", and its U.S. based related parties, H.I.G. Colors Holdings Inc., H.I.G. Colors, Inc., DCL Holdings (USA), Inc., DCL Corporation (USA) LLC, DCL Corporation (BP) LLC, and Dominion Colour Corporation (USA), as "US Sellers" (collectively, the Canadian Seller and the US Sellers, the "**Sellers**") and Pigments Services, Inc. as "Purchaser" (including any permitted assignees, "**Pigments**"), and provided for the vesting in the Canadian Operating Purchaser of, the DebtorAjax Purchaser and the European Shares Purchaser, as applicable, the Applicant's right, title and interest in and to the PurchasedCanadian Operating Assets, the Ajax Plant and the European Shares, respectively, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ReceiverMonitor to Pigments and the PurchaserSellers of a certificate confirming (i)that the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii)Monitor has received written confirmation in form and substance satisfactory to the Monitor from Pigments and the Sellers that the conditions to Closing as set out in section ●Article 9 of the Second Amended and Restated Sale Agreement have been satisfied

or waived by the ReceiverPigments and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale AgreementSellers, as applicable.

THE RECEIVER MONITOR CERTIFIES the following:

1. 1. The Purchaser has paid and the ReceiverMonitor has received the Purchase Price for the Purchased Assets payable(a) the CCAA Cash Pool (as defined in the Second Amended and Restated Sale Agreement), and (b) the Canadian Designated Amount Portion (as defined in the Second Amended and Restated Sale Agreement) to be delivered to the Monitor, on behalf of the Closing DateCanadian Seller, pursuant to the Second Amended and Restated Sale Agreement;

2.

2. The Monitor has received written confirmation from Pigments and the Sellers, in form and substance satisfactory to the Monitor, that all conditions to Closing as set out in section ●Article 9 of the Second Amended and Restated Sale Agreement have been satisfied or waived by the ReceiverPigments and the Purchaser; and Sellers, as applicable.

3. 3. The Transaction has been completed to the satisfaction of the Receiver.

4. 4

3. This Certificate was delivered by the ReceiverMonitor to Pigments and the Sellers at _____ [TIME] on _____ [DATE].

~~[NAME OF RECEIVER],~~ALVAREZ & MARSAL CANADA INC. in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~Court-appointed Monitor of DCL Corporation, and not in its personal capacity

Per: _____

Name:

Title:

~~Revised: January 21, 2014~~

Schedule "B" – ~~Purchased Assets~~Canadian Operating Real Property

Municipal Address	**Legal Description**
Land Registry Office for the Land Titles Division of Durham (No. 40)	
435 Finley Avenue, Ajax, Ontario	**PIN 26464-0051 (LT):** PT BLK E PL M26, PTS 11, 12, 13, 14, 15, 16, 17, 18 & 19, PLAN 40R26696; SUBJECT TO AN EASEMENT AS IN LT497617; TOWN OF AJAX
Land Registry Office for the Land Titles Division of Toronto (No. 66)	
199 New Toronto Street, Toronto	**PIN 07600-0171 (LT):** LT B & X, PL 1043 , PART 1 & 2 , 64R9896 ; S/T & T/W TB114144 ; ETOBICOKE , CITY OF TORONTO

~~Revised: January 21, 2014~~

Schedule "C" – ~~Claims to be deleted and expunged from title to Real Property~~Ajax Plant

Municipal Address	**Legal Description**
Land Registry Office for the Land Titles Division of Durham (No. 40)	
445 Finley Avenue, Ajax, Ontario	**PIN 26464-0052 (LT):** PCL BLOCK E-2 SEC M26; PT BLK E PL M26, PTS 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, PLAN 40R26696; SUBJECT TO AN EASEMENT AS IN LT497617; TOWN OF AJAX

Schedule "D" – Claims to be deleted and expunged from title to the Canadian Operating Real Property

435 Finley Avenue, Ajax, Ontario

1. Instrument No. DR1708482 registered on June 6, 2018, is a charge/mortgage given by Dominion Colour Corporation, as chargor, in favour of Kelly Faykus and Virtus Group, LP, as chargees.

2. Instrument No. DR2152251 registered on July 12, 2022, is a transfer of charge given by Kelly Faykus and Virtus Group, LP, as transferors, in favour of Delaware Trust Company, as transferee.

199 New Toronto Street, Toronto

1. Instrument No. AT4880812 registered on June 6, 2018, is a charge/mortgage given by Dominion Colour Corporation, as chargor, in favour of Kelly Faykus and Virtus Group, LP, as chargees.

2. Instrument No. AT6168591 registered on August 26, 2022, is a transfer of charge given by Kelly Faykus and Virtus Group, LP, as transferors, in favour of Delaware Trust Company, as transferee.

Schedule "E" – Claims to be deleted and expunged from title to the Ajax Plant

445 Finley Avenue, Ajax, Ontario

1. Instrument No. DR1708482 registered on June 6, 2018, is a charge/mortgage given by Dominion Colour Corporation, as chargor, in favour of Kelly Faykus and Virtus Group, LP, as chargees.

2. Instrument No. DR2152251 registered on July 12, 2022, is a transfer of charge given by Kelly Faykus and Virtus Group, LP, as transferors, in favour of Delaware Trust Company, as transferee.

Schedule "F" – Permitted Encumbrances~~,~~

1. Easements and Restrictive Covenants related to the Canadian Operating Real Property and the Ajax Plant (collectively, the "Real Property")

(unaffected by the Vesting Order)

Capitalized terms used in this Schedule shall have the meanings given to them in the Second Amended and Restated Sale Agreement

(a) Encumbrances related to Taxes and utilities arising by operation of law (statutory or otherwise) which relate to or secure Liabilities that in each case are not yet due or are not in arrears or, if due or in arrears, the validity of which is being contested;

(b) construction, mechanics', carriers', workers', repairers', storers' or other similar Encumbrances (inchoate or otherwise) if individually or in the aggregate: (i) they are not material; (ii) they arose or were incurred in the ordinary course of business; (iii) they have not been filed, recorded or registered in accordance with applicable Law; (iv) notice of them has not been given to the Applicant; and (v) the indebtedness secured by them is not in arrears;

(c) title defects or irregularities, unregistered easements or rights of way, and other unregistered restrictions or discrepancies affecting the use of real property if such title defects, irregularities or restrictions would be disclosed by an up-to-date survey of such real property or, if not, are complied with in all material respects and do not, in the aggregate, materially adversely affect the operation of the Business or the continued use of the real property to which they relate after the Closing on substantially the same basis as the Business is currently being operated and such real property is currently being used;

(d) easements, covenants, rights of way and other restrictions if registered provided that they are complied with in all material respects and do not, in the aggregate, materially adversely affect the operation of the Business or the continued use of the real property to which they relate after the Closing on substantially the same basis as the Business is currently being operated and such real property is currently being used;

(e) registered agreements with municipalities or public utilities if they have been complied with in all material respects or adequate security has been furnished to secure compliance;

(f) registered easements on real property for the supply of utilities or telephone services and for drainage, storm or sanitary sewers, public utilities lines, telephone lines, cable television lines or other services, provided such easements have been complied with in all material respects;

(g) registered easements or rights-of-way for the passage, ingress and egress of Persons and vehicles over parts of the Real Property, provided such easements or rights-of-way have been complied with in all material respects;

(h) facility cost sharing, servicing, parking, reciprocal and other similar agreements with neighbouring landowners and/or any Governmental Authority in respect of the Real Property, provided such agreements have been complied with in all material respects;

(i) any minor encroachments by any structure located on the Real Property onto any adjoining lands and any minor encroachment by any structure located on adjoining lands onto the Real Property;

(j) all encumbrances and instruments registered against title to the Real Property; and

(k) in respect of the Real Property, the provisions of any applicable Law, including by-laws, regulations, airport zoning regulations, ordinances and similar instruments relating to development and zoning, and any reservations, exceptions, limitations, provisos and conditions contained in the original Crown grant or patent.

2. PPSA Registrations

(a) PPSA registration number 20201028 1933 1531 4766 in favour of De Lage Landen Financial Services Canada Inc. **("De Lage")**, but only to the extent that De Lage has obtained the priority afforded to the holder of a purchase money security interest under Section 33(2) of the PPSA.

Court File No.: CV-22-00691990-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985 c. C-36
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL Corporation
Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding Commenced at Toronto

APPROVAL AND VESTING ORDER

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Lawyers for the Applicant

Document comparison by Workshare Compare on Tuesday, March 28, 2023 9:06:44 PM

Input:	
Document 1 ID	PowerDocs://TOR_2024/13160231/1
Description	TOR_2024-#13160231-v1-Model_Approval_and_Vesting_Order_(AVO)_-_downloaded_October_3,_2022
Document 2 ID	PowerDocs://TOR_2528/24644815/12
Description	TOR_2528-#24644815-v12-DCL_Corporation-Approval_and_Vesting_Order-29-MAR-2023
Rendering set	Standard

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Style change	
Format change	
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Moved cell	
Split/Merged cell	
Padding cell	

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Style changes	0
Format changes	0
Total changes	489

Court File No.: CV-22-00691990-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DCL Corporation

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENTARY MOTION RECORD
(Returnable March 29, 2023)

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