

TERMS AND CONDITIONS OF SALE

Offers submitted pursuant to the litigation marketing process as described in paragraph 9 of the Order of the Honourable Justice Newbould dated December 4, 2014 (the "Litigation Marketing Process") are subject to the following Terms and Conditions of Sale. All interested parties are asked to review these Terms and Conditions of Sales carefully.

1. The vendor is BDO Canada Limited in its capacity as court appointed receiver of the assets, properties and undertakings of Sun Pac Foods Limited and Liquibrands Inc. (the "Vendor").
2. The Vendor is requesting offers to purchase the Vendor's right, title and interest, if any, in the Bridging Claim (as defined in the Agreement of Purchase and Sale) (the "Assets" or the "**Purchased Property**") attached.
3. The description of the Assets for sale or otherwise made available by the Vendor through the Vendor's dataroom or any other means has been prepared solely for the convenience of prospective offerors and is not warranted to be complete or accurate and does not form part of these Terms and Conditions of Sale.
4. Offers marked "**Do Not Open –Offer- Bridging Claim**" shall be sent by courier, e-mail, or fax to the attention of Mr. Gary Cerrato at BDO Canada Limited, 123 Front Street West, Suite 1100, M5J 2M2 or by email at gcerrato@bdo.ca or by facsimile at (416) 865-0904 so as to be received before 4:00 p.m. (Toronto time) on May 15, 2015. Deposits related to offers sent by e-mail or fax are required to be received by the aforementioned deadline.
5. Deposit cheques accompanying offers that are not accepted will be returned to the offeror by prepaid regular mail addressed to the offeror at the address set out in its offer or made available for pick-up not later than ten (10) business days following the date called for offers unless otherwise arranged with the offeror by the Vendor. No interest on any deposit will be paid.
6. If any offer is accepted by the Vendor, then such acceptance shall be communicated to the successful offeror (the "**Purchaser**") within ten (10) business days of the date called for offers by notice in writing by the Vendor to the Purchaser at the address set forth in its offer, such notice to be given by prepaid regular mail, e-mail, facsimile or personal delivery and to be deemed effectively given and received when deposited in the post office or when transmitted by e-mail or facsimile or when personally delivered as the case may be.
7. When an offer is accepted, the terms of the offer, set out in the Receiver's form of an Agreement of Purchase and Sale, and the acceptance thereof, and these Terms and Conditions of Sale shall be read together and constitute an agreement of purchase and sale (the "**Agreement of Purchase and Sale**") between the Purchaser and the Vendor with respect to such parcel(s) unless otherwise agreed in writing by the Vendor. All offers must be submitted on the Receiver's form of agreement of purchase and sale, a copy of which is attached hereto as Schedule "A".

8. The highest or any offer will not necessarily be accepted.
9. Before or after the opening of and acceptance of offers, the Vendor may in its sole discretion negotiate with any offeror for changes in that offeror's offer. The Vendor shall not be obliged to negotiate with any offeror or to give any offeror an opportunity to resubmit an offer, whether or not the Vendor negotiates with another offeror or offerors. Upon receipt by the Vendor of an offer, the offeror submitting the offer shall not be entitled to retract, withdraw, revoke, vary or countermand the offer and such offer shall be irrevocable prior to acceptance or rejection thereof by the Vendor.

Schedule "A"

Agreement of Purchase and Sale

This Agreement is made as of _____, between

BDO CANADA LIMITED in its capacity as court-appointed receiver of SUN PAC FOODS LIMITED and LIQUIBRANDS INC.
(collectively, the "**Vendor**")

and

_____, a company existing under the laws of Ontario
(the "**Purchaser**")

RECITALS

- A. Pursuant to the Order of the Honourable Madam Justice Mesbur of the Ontario Superior Court of Justice (the "**Court**") dated November 12, 2013 (the "**Receivership Order**"), BDO Canada Limited was appointed as receiver (the "**Receiver**") of the assets, properties and undertakings of Sun Pac Foods Limited ("**Sun Pac**");
- B. Pursuant to the Order of the Honourable Mr. Justice Newbould of the Court dated December 4, 2014, the Receiver was appointed as receiver of the assets, properties and undertakings of Liquibrands Inc. ("**Liquibrands**") (Sun Pac and Liquibrands shall collectively be referred to as the "**Companies**");
- C. Pursuant to the Order of the Honourable Mr. Justice Newbould of the Court dated December 4, 2014 (the "**Litigation Marketing Process Order**"), the Court approved a marketing and sales process proposed by the Receiver with respect to the cause of action set out in Court File No. CV-13-00492612 in the Ontario Superior Court of Justice commenced by the Companies against 8527504 Canada Inc. and Bridging Capital Inc. (the "**Bridging Claim**");
- D. Subject to the approval of the Court, the Vendor wishes to sell and the Purchaser wishes to purchase on an "as is, where is basis" the Bridging Claim pursuant to the terms and conditions of this Agreement; and
- E. The Vendor's execution of this Agreement shall constitute a conditional acceptance of the Purchaser's offer to acquire the Bridging Claim subject to the approval of the Court.

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

In this Agreement:

- (1) **Agreement** means this agreement including any recitals and schedules to this agreement, as amended, supplemented or restated from time to time; provided that this agreement shall constitute an offer, as set out in Section 2.1, until accepted by the Vendor;
- (2) **Approval and Vesting Order** has the meaning given to it in Section 5.3(1)(a);
- (3) **Bridging Claim** has the meaning given to it in Recital C;
- (4) **Business Day** means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are closed in Toronto, Ontario, Canada;
- (5) **Court** has the meaning given to it in Recital A;
- (6) **Closing** means the completion of the Transaction;
- (7) **Closing Date** means the eleventh Business Day following the date on which the Approval and Vesting Order is granted or such later date as agreed to in writing by the parties;
- (8) **Companies** has the meaning given to it in Recital B;
- (9) **Deposit** has the meaning given to it in Section 3.3(a);
- (10) **Excluded Property** means all assets of the Companies other than the Bridging Claim;
- (11) **Government Authority** means any Canadian federal, provincial, state, municipal or local, or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body;
- (12) **Litigation Marketing Process Order** has the meaning given to it in Recital C;
- (13) **Purchase Price** has the meaning given to it in Section 3.2 hereof;
- (14) **Receiver** has the meaning given to it in Recital A;
- (15) **Receivership Order** has the meaning given to it in Recital A;
- (16) **Taxes** means, other than Transfer Taxes, all taxes, assessments, charges, duties, fees; levies, imposts or other governmental charges, including, without limitation, all federal, state, local foreign and other income, environmental, add-on, minimum, franchise, profits,

capital gains, capital stock, capital structure, transfer, gross receipt, use, *ad valorem*, service, service use, lease, recording, customs, occupation. property, excise, gift, windfall profits, premium, stamp, license, payroll, social security, employment, unemployment, disability, value-added, withholding, and other taxes, assessments, charges, duties, fees, levies, imposts or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a return) and all estimated taxes, deficiency assessments, additions to tax, additional amounts imposed by a governmental authority (domestic or foreign), penalties, fines and interest, and shall include any liability for such amounts as a result either of being a member of a combined, consolidated, unitary or affiliated group or of a contractual obligation to indemnify any person, regardless of whether disputed;

- (17) ***Time of Closing*** means the close of business on the Closing Date;
- (18) ***Transaction*** means the transaction of purchase and sale contemplated by this Agreement;
- (19) ***Transfer of Taxes*** means all present and future goods and services taxes, value-added taxes, harmonized sales taxes, land transfer taxes, registration and recording fees, and any other taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Bridging Claim;

1.2 Headings and References

The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section, subsection or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections, subsections and further subdivisions of sections of this Agreement.

1.3 Extended Meanings

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation".

1.4 Statutory References

Each reference to an enactment is deemed to be a reference to that enactment, and to the regulations made under that enactment, as amended or re-enacted from time to time.

SECTION 2 - OFFER

2.1 Offer

This Agreement shall constitute a valid and binding offer to purchase by the Purchaser which may not be revoked or terminated by the Purchaser prior to July 1, 2015 at 11:59 p.m.,

Toronto time. During such period, the Vendor shall seek the Approval and Vesting Order approving the sale of the Bridging Claim to the Purchaser on the terms and conditions set forth in this Agreement.

SECTION 3 - SALE AND PURCHASE

3.1 Sale and Purchase of Bridging Claim

Upon and subject to the terms and conditions of this Agreement including the payment of the Purchase Price, the Vendor shall sell to the Purchaser and the Purchaser shall purchase all of the Vendor's right, title and interest in, if any, and to the Bridging Claim on the Closing Date free of encumbrances. The Purchaser acknowledges that it is not purchasing any other property or assets of the Vendor other than the Bridging Claim.

3.2 Purchase Price

- (1) The purchase price (the “**Purchase Price**”) for the Bridging Claim shall be _____ plus applicable Taxes and Transfer Taxes without adjustment of any kind.

3.3 Payment of Purchase Price

(i.) Cash Purchases:

- (a) by paying 15% of the Purchase Price by certified cheque or bank draft payable to the Vendor upon execution by the Purchaser of this Agreement, as a deposit (together with the interest earned thereon from time to time. the “**Deposit**”), which amount will be held by the Vendor and credited toward the Purchase Price on Closing unless otherwise returned to the Purchaser in accordance with Section 5.5; and
- (b) by paying an amount equal to the applicable Taxes and Transfer Taxes, if any, by certified cheque, bank draft, or wire transfer of immediately available funds payable to the Vendor at Closing.

(ii.) Credit Bid:

- (a) effecting a credit bid for _____

3.4 “As is, Where is”

The Purchaser acknowledges that the Vendor is selling the Bridging Claim on an “as is, where is” basis as they shall exist on the Closing Date and no adjustments shall be made for any changes in tile condition of the Bridging Claim. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Purchaser has conducted such inspections of the condition of and title to the Bridging Claim, as it deemed appropriate and has satisfied itself with regard to these matters. No representations, warranty or conditions is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, assignability, collectability, quantity, outstanding amount, value or quality or in respect of any other matter or thing whatsoever concerning the Bridging Claim or the right of the Vendor to sell same. Without

limiting the generality of the foregoing: (1) any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation in any other jurisdiction do not apply hereto and have been waived by the Purchaser and (2) no representation or warranty is made with respect to the accuracy or completeness of any information provided by the Vendor and its respective officers, directors, employees, and agents, to the Purchaser in connection with this transaction. The description of the Bridging Claim contained herein is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendor concerning completeness or the accuracy of such descriptions.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

4.1 Vendor's Representations.

The Vendor represents and warrants to the Purchaser that:

- (a) to the best of the Vendor's knowledge, no actions or proceedings are pending or have been threatened to restrain or prohibit the completion of the Transaction;
- (b) the Vendor is not, and at the time of Closing will not be, a non-resident of Canada within the meaning of that term as used in the *Income Tax Act* (Canada); and
- (c) the Vendor is registered under Part IX of the *Excise Tax Act* (Canada).

4.2 Purchaser's Representations

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser is a corporation existing under the laws of Ontario, and has full corporate power and authority to enter into and carry out this Agreement and the Transaction;
- (b) the entering into of this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party and the consummation of the Transaction have been duly authorized by all requisite corporate action;
- (c) other than the Approval and Vesting Order, no approval or consent of and no filing with or application to any Governmental Authority is required for the Purchaser to enter into this Agreement or to complete the Transaction, other than such approvals, consents, filings and applications that have been obtained or made as at the date hereof, copies of which have been provided to the Vendor;
- (d) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Closing Time, duly and validly executed and delivered by the Purchaser and constitute or will, as at the Closing Time, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof;
- (e) the Purchaser has entered into this Agreement and will be completing the

Transaction on its own account, not as an agent; and

- (f) the Purchaser is registered under Part 1X of the *Excise Tax Act* (Canada).

4.3 Survival

The representations and warranties of the parties shall not survive Closing.

SECTION 5 -CONDITIONS TO CLOSING

5.1 Conditions - Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the time of Closing with the same effect as though made on and as of that date;
- (b) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and
- (c) the Vendor shall have delivered or caused to be delivered to the Purchaser each of the items listed in Section 6.2.

The foregoing conditions are for the exclusive benefit of the Purchaser.

5.2 Conditions - Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Time of Closing with the same effect as though made on and as of that date;
- (b) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date; and
- (c) the Purchaser shall have delivered or caused to be delivered to the Vendor each of the items listed in Section 6.3.

The foregoing conditions are for the exclusive benefit of the Vendor.

5.3 Conditions - Vendor and Purchaser

(1) Neither party shall be obligated to complete the transactions contemplated by this Agreement unless at the Time of Closing:

- (a) an order shall have been made by the Court approving this Agreement and the

Transaction and vesting all the right, title and interest of the Companies, if any, in the Bridging Claim free and clear of all encumbrances, (the “**Approval and Vesting Order**”); and

- (b) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, injunction or other governmental order (whether temporary, preliminary or permanent) which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions or which would otherwise materially adversely affect or interfere with the prosecution of the Bridging Claim following Closing.

The foregoing conditions are for the mutual benefit of both parties.

5.4 Non-Satisfaction of Conditions

- (1) If any condition set out in Section 5.1 or Section 5.2 is not satisfied or performed prior to the time specified therefore, the party for whose benefit the condition is inserted may in writing
 - (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
 - (b) elect on written notice to the other party to terminate this Agreement before Closing.
- (2) If any condition set out in Section 5.3 is not satisfied or performed prior to the time specified therefore, either the Vendor or the Purchaser may elect on written notice to the other party to terminate this Agreement before Closing, unless the parties jointly waive compliance with such condition.

5.5 Termination Obligations

If the Purchaser validly terminates this Agreement in accordance with Section 5.4 other than as a result of the failure by the Purchaser to complete the Transaction in accordance with the terms of this Agreement, then:

- (1) all the obligations of both the Vendor and Purchaser pursuant to this Agreement shall be at an end;
- (2) the Purchaser shall be entitled to have the Deposit returned if termination under Section 5.4 is the result of the Vendor's actions; and
- (3) neither party shall have any right to specific performance or other remedy against, or any right to recover damages or expenses from the other.

5.6 Breach by Purchaser

If the Purchaser fails to complete the Transaction in accordance with the terms of this Agreement, then the Vendor may by notice to the Purchaser elect to treat the Agreement as

having been repudiated by the Purchaser. In that event, the Deposit and any other payments made by the Purchaser shall be forfeited to the Vendor on account of, its liquidated damages, not as a penalty and the Bridging Claim may be resold by the Vendor without prejudice to any claims which the Vendor may have against the Purchaser by reason of such default.

SECTION 6 - CLOSING

6.1 Closing

The completion of the Transaction shall take place at the offices of Lipman, Zener & Waxman LLP, solicitors for the Vendor, in Toronto, Ontario at 2:00 p.m. Toronto time on the Closing Date or as otherwise determined by mutual agreement of the parties in writing.

6.2 Vendor's Deliveries on Closing

At or before the Closing Time, upon fulfillment by the Purchaser of all the conditions herein in favour of the Vendor which have not been waived in writing by the Vendor, the Vendor shall deliver the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) a copy of the Approval and Vesting Order: and
- (b) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

6.3 Purchaser's Deliveries on Closing

At or before the Closing Time, upon fulfilment by the Vendor of all the conditions herein in favour of the Purchaser which have not been waived by the Purchaser, the Purchaser shall execute and deliver the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

- (a) payment of the Purchase Price pursuant to Section 3.3;
- (b) payment or evidence of the payment of the Taxes and Transfer Taxes, if any; and
- (c) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

6.4 Taxes

The parties agree that the Purchaser shall be liable and shall pay any and all Transfer Taxes and shall indemnify or reimburse the Vendor for any amounts for which the Vendor may become liable as a result of any failure by the Purchaser to pay any Transfer Taxes. At Closing, the Purchaser will, as applicable, either pay the foregoing to the Vendor or deliver to the Vendor evidence confirming the Purchaser's payment of all of the foregoing, in form and substance satisfactory to the Vendor, acting reasonably. The Purchaser shall be entitled to provide the Vendor with evidence that the Purchaser is an exempt Purchaser, in whole or in part, for purposes of relevant legislation and, upon provision of such evidence satisfactory to the Vendor, acting

reasonably, the Purchaser shall not be required to pay on Closing such taxes.

6.5 Purchaser's Acknowledgement

The Purchaser acknowledges that the Vendor is selling the Bridging Claim solely pursuant to the Vendor's rights and capacity conferred by the Receivership Order, Litigation Marketing Process Order and the Approval and Vesting Order. The Purchaser agrees to accept a conveyance of the Bridging Claim by way of the Approval and Vesting Order.

6.6 Possession of Bridging Claim

On Closing the Purchaser shall acquire ownership of the Bridging Claim where situate at the Time of Closing provided that in no event shall title to the Bridging Claim pass to the Purchaser until the Approval and Vesting Order is effective.

6.7 Tender

Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the Closing Date.

SECTION 7 - GENERAL

7.1 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery (in which case it shall be left with a responsible officer of the recipient) or by electronic communication addressed to the recipients as follows:

in the case of the Vendor:

BDO CANADA LIMITED
123 Front Street West, Suite 1200
Toronto, Ontario M5J 2M2
Attention: Gary Cerrato
Tel: 416-865-0210 x 6058
Fax: 416-865-0904
Email: gcerrato@bdo.ca

with a copy to:

LIPMAN, ZENER & WAXMAN LLP
Barristers & Solicitors
1220 Eglinton Avenue West
Toronto, Ontario M6C 2E3
Attention: Jason D. Spetter

Tel: 416-789-0652
Fax: 416-789-9015
Email: jspetter@lzwlaw.com

in the case of the Purchaser:

**

Attention:
Tel:
Fax:
Email:

with a copy to:

**

Attention:
Tel:
Fax:
Email:

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication shall be conclusively deemed to have been given, if given by personal delivery, on the day of actual delivery thereof if delivered during normal business hours of the recipient on a Business Day and, if given by electronic communication, on the day following the transmittal thereof if transmitted during normal business hours of the recipient on a Business Day and on the second Business Day following the delivery or transmittal thereof if not so delivered or transmitted.

7.2 Time of Essence

Time shall be of the essence for every provision hereof.

7.3 Expenses

Except as otherwise expressly provided herein, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and auditors) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

7.4 Third Party Beneficiaries

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto and their successors and

permitted assigns, and no person, other than the parties hereto and their successors and their permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

7.5 Commission

The Purchaser acknowledges that there are no agent's or broker's fees or other commissions payable by the Vendor on the Purchase Price and Purchaser agrees to indemnify and save the Vendor harmless with respect to any claims for compensation or commission by any third party or agent retained by the Purchaser.

7.6 Further Assurances

During the thirty (30) day period after the Closing Date, each party shall from time to time execute and deliver, or cause to be executed and delivered, all such documents and instruments and do, or cause to be done, all such acts and things as the other party may, either before or after the Closing, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

7.7 Entire Agreement

This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, provisions, covenants, agreements, understandings and representations on that subject, all of which have become merged and finally integrated into this Agreement.

7.8 Amendment

This Agreement may only be amended, modified or supplemented by a written agreement signed by the parties.

7.9 Waiver

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

7.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

7.11 Benefit of Agreement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and

their respective successors and permitted assigns, provided that the Purchaser shall not assign the benefit of this Agreement without the prior written consent of the Vendor.

7.12 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision’s validity or enforceability in any other jurisdiction.

7.13 Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

7.14 Assignment and Enurement

No party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the forgoing, the Purchaser shall have the right to assign, in whole or in part, its rights to acquire the Bridging Claim hereunder to any affiliate of the Purchaser provided that such assignment shall not release the Purchaser from its obligations under this Agreement.

DATED at _____ as of the _____ day of _____, 2015.

Per: _____
Name:
Title:

The Vendor accepts the foregoing offer to acquire the Bridging Claim in accordance with its terms.

DATED at _____ as of the _____ day of _____, 2015.

BDO CANADA LIMITED solely in its capacity as court-appointed receiver of Sun Pac Foods Limited and Liquibrands Inc. and not in its corporate or personal capacity.

Per: _____

Name:

Title: