

## SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 21<sup>st</sup> day of April, 2020.

**BETWEEN:**

**BRIAN GRAHAM**

(the "Shareholder")

- and -

**BR BRANDS, LLC**, a limited liability company formed under the laws of the State of Delaware

("BR Brands")

**WHEREAS** the Shareholder is the registered and/or beneficial owner of, or has control or direction over, that number of Subject Securities (as defined herein) set forth on the Shareholder's signature page attached to this Agreement;

**AND WHEREAS** BR Brands and Dixie Brands Inc. ("**Dixie**"), a corporation incorporated under the laws of the Province of Ontario, entered into a contribution and exchange agreement effective as at April 21, 2020 (the "**Definitive Agreement**") concurrently with the entering into of this Agreement and propose, subject to the terms of the Definitive Agreement, to consummate the contribution and securities exchange contemplated by the Definitive Agreement (the "**Transaction**");

**NOW THEREFORE** this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Definitions

All terms used in this Agreement that are not defined herein shall have the respective meanings ascribed to them in the Definitive Agreement.

For the purposes of this Agreement:

"**Alternative Transaction**" has the meaning ascribed to such term in the Definitive Agreement;

"**Dixie NVS**" means non-participating voting shares in the capital of Dixie;

"**Dixie SVS**" means subordinate voting shares in the capital of Dixie;

"**Options**" means options to acquire Dixie SVS;

**"Subject Options"** means that number of Options set forth on the Shareholder's signature page attached to this Agreement, if any, being all of the Options owned legally or beneficially by the Shareholder or over which the Shareholder exercises control or direction, either directly or indirectly, and shall further include any Options issued to or otherwise acquired by the Shareholder after the date hereof;

**"Subject Dixie NVS"** means that number of Dixie NVS set forth on the Shareholder's signature page attached to this Agreement, being all of the Dixie NVS owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises control or direction, either directly or indirectly, and shall further include any Dixie NVS otherwise acquired by the Shareholder after the date hereof;

**"Subject Securities"** means, collectively, the Subject Dixie SVS, Subject Dixie NVS, Subject Options and Subject Warrants;

**"Subject Dixie SVS "** means that number of Dixie SVS set forth on the Shareholder's signature page attached to this Agreement, being all of the Dixie SVS owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises control or direction, either directly or indirectly, and shall further include any Dixie SVS issued upon the exercise by the Shareholder of Subject Options or Subject Warrants or otherwise acquired by the Shareholder after the date hereof;

**"Subject Warrants"** means that number of Warrants set forth on the Shareholder's signature page attached to this Agreement, if any, being all of the Warrants owned legally or beneficially by the Shareholder or over which the Shareholder exercises control or direction, either directly or indirectly, and shall further include any Warrants issued to or otherwise acquired by the Shareholder after the date hereof; and

**"Warrants"** means warrants to acquire Dixie SVS.

## **ARTICLE 2 COVENANTS**

### **Section 2.1      General Covenants of the Shareholder**

The Shareholder hereby covenants and agrees in favour of BR Brands that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

- (a) at any meeting of shareholders or other securityholders of Dixie called to vote on the Purchaser Shareholder Resolutions pursuant to the Transaction or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect thereto is sought, the Shareholder shall, to the extent the Shareholder is entitled to vote thereon, cause its Subject Securities to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities:

- (i) in favour of the approval, consent, ratification and adoption of the Purchaser Shareholder Resolutions (and any actions required for the consummation of the transactions contemplated by the Definitive Agreement); and
  - (ii) other than with respect to the Purchaser Shareholder Resolutions, against (A) any extraordinary corporate transaction, including any merger, reorganization, consolidation, amalgamation, arrangement, business combination, share exchange, liquidation, dissolution, recapitalization, or similar transaction involving Dixie or any of its subsidiaries; (B) any sale, lease or transfer of any significant part of the assets of Dixie or any of its subsidiaries; (C) any acquisition proposal involving Dixie or any of its subsidiaries; (D) any material change in the capitalization of Dixie or any of its subsidiaries or the corporate structure or constating documents of Dixie or any of its subsidiaries; (E) any action that would reasonably be expected to impede, delay, interfere with, or discourage the transactions contemplated by the Definitive Agreement; and (F) any action or agreement that would reasonably be expected to result in a breach of any material covenant, representation or warranty or any other material obligation or agreement of Dixie under the Definitive Agreement;
- (b) the Shareholder shall not, directly or indirectly, whether individually or through any other Person (including, if applicable, any officer, director, employee, representative or agent of the Shareholder):
- (i) solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of Dixie or any subsidiary of Dixie or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction;
  - (ii) enter into or otherwise engage or participate in any substantive discussions or negotiations with any Person (other than BR Brands and its affiliates) regarding any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction;
  - (iii) withdraw, amend, modify, qualify or change in a manner adverse to BR Brands or publicly propose or state an intention to withdraw, amend, modify, qualify or change in a manner adverse to BR Brands support for the Transaction;
  - (iv) remain neutral with respect to, agree, accept, approve, endorse or recommend, or publicly propose to remain neutral with respect to,

agree, accept, approve, endorse or recommend any publicly disclosed proposal that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction; or

- (v) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement in respect of a proposal that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction.
- (c) the Shareholder will immediately cease and cause to be terminated any existing solicitation, discussion or negotiation commenced prior to the date of this Agreement with any Person (other than BR Brands) by such Shareholder or, if applicable, any of its officers, directors, employees, representatives or agents with respect to any proposal, whether or not initiated by the Shareholder or, if applicable, any of its officers, directors, employees, representatives or agents, that constitutes or may reasonably be expected to constitute or lead to, an Alternative Transaction;
- (d) the Shareholder agrees not to directly or indirectly (i) sell, transfer, assign, convey, encumber, grant a participation interest in, option, pledge, hypothecate, grant security interest in or otherwise dispose of any right or interest in (including by way of deposit or tender under any take-over bid) (each, a "**Transfer**") any of the Subject Securities, other than the exercise of Subject Options or Subject Warrants in accordance with their terms for Dixie SVS, which Dixie SVS will become Subject Securities hereunder, or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any Person, other than pursuant to the Definitive Agreement without having first obtained the prior written consent of BR Brands (which consent will not be unreasonably withheld, delayed or conditioned so long as any proposed Transfer would not, if completed, result in or reasonably be expected to result in the breach of any other provision of this Agreement), or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement;
- (e) the Shareholder shall not call any meeting of shareholders, give any consents or approvals or take any other action of any kind, directly or indirectly, which is reasonably likely to reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Definitive Agreement;
- (f) the Shareholder shall, as a holder of Subject Securities, reasonably cooperate with Dixie and BR Brands to successfully complete the Transaction and the other transactions contemplated by the Definitive Agreement and this Agreement and to oppose any matters that could reasonably be expected to delay, prevent or frustrate the successful completion of the Transaction and

each of the transactions contemplated by the Definitive Agreement or the Transaction;

- (g) without limiting the generality of Section 5.2, no later than five Business Days prior to the date of the Purchaser Shareholder Meeting: (i) with respect to any Subject Dixie SVS (and any other Subject Securities entitled to vote) that are registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Information Circular and with a copy to BR Brands concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Transaction; and (ii) with respect to any Subject Dixie SVS (and any other Subject Securities entitled to vote) that are beneficially owned by the Shareholder but not registered in the name of the Shareholder, the Shareholder shall deliver a duly executed voting instruction form to the intermediary through which the Shareholder holds its beneficial interest in the Subject Securities, with a copy to BR Brands concurrently, instructing that its Subject Securities be voted at the Purchaser Shareholder Meeting in favour of the Purchaser Shareholder Resolutions (and any actions required for the consummation of the transactions contemplated by the Definitive Agreement). Such proxy or proxies shall name those individuals as may be designated by Dixie in the Information Circular and such proxy or proxies or voting instructions shall not be revoked (i) unless and until this Agreement has been terminated, or (ii) without the written consent of BR Brands.

## **Section 2.2 Co-operation/Alternate Transaction**

If, after the date of this Agreement, BR Brands and Dixie conclude it necessary and agree to proceed with a form of transaction other than pursuant to the Definitive Agreement whereby Dixie and/or its affiliates effectively provide BR Brands with consideration for the Contributed Assets at least equal to the Payment Shares, and otherwise on economic terms and other terms and conditions having consequences to the Shareholder that are substantially equivalent to or better than those contemplated by the Definitive Agreement (any such transaction is referred to as an "**Alternate Transaction**"), the Shareholder agrees to support the completion of the Alternate Transaction in the same manner as this Agreement provides with respect to the Transaction.

## **Section 2.3 Covenants of BR Brands**

BR Brands agrees to comply with its obligations under the Definitive Agreement. BR Brands hereby agrees and confirms to the Shareholder that it shall take all steps required of it and/or any BRB Entity (as that term is defined in the Definitive Agreement) to consummate the Transaction. BR Brands hereby covenants and agrees that it shall not, without the prior written consent of the Shareholder: (i) impose additional conditions to the completion of the Transaction; or (ii) other than as contemplated in the Definitive Agreement, otherwise vary the Transaction or any terms or conditions thereof (including, without limitation, any economic terms) in a manner that is adverse to the Shareholder or any other shareholders of Dixie.

**ARTICLE 3**  
**REPRESENTATIONS AND WARRANTIES**

**Section 3.1 Representations and Warranties of the Shareholder**

The Shareholder hereby represents and warrants to and covenants with BR Brands as follows, and acknowledges that BR Brands is relying upon such representations, warranties and covenants in entering into this Agreement and the Definitive Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Shareholder is a corporation, it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation; it has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Shareholder is not a corporation, he, she or it has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding obligation, enforceable against the Shareholder in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights generally, and to general principles of equity.
- (c) **Ownership of Dixie SVS and Other Securities.**
  - (i) The Shareholder is the sole registered and/or beneficial owner of, or has control or direction over, the Subject Securities. Other than the Subject Securities, neither the Shareholder nor any of his, her or its affiliates beneficially owns, directly or indirectly, or exercises control or direction over, or has any agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Shareholder or any of his, her or its affiliates or transfer to the Shareholder or any of his, her or its affiliates of any additional securities of Dixie or any of its affiliates; and
  - (ii) the Shareholder is, and will continue to be from the date hereof (or in the case of any Subject Securities acquired after the date hereof, from the date of each such acquisition) through to the termination of this Agreement, the sole beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of all Liens (other than: (i) any restrictions on transfer imposed by applicable Securities Laws; and (ii) as provided under this Agreement).
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Shareholder, the consummation by the Shareholder of the transactions

contemplated hereby nor the compliance by the Shareholder with any of the provisions hereof will:

- (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Shareholder, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Shareholder is a party or by which the Shareholder or any of its properties or assets (including the Subject Securities) may be bound,
- (ii) require on the part of the Shareholder any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Shareholder will undertake) or permit, authorization, consent or approval of, any Governmental Entity, Securities Authority or any other Person, or
- (iii) subject to compliance with any approval or laws contemplated by the Definitive Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Shareholder or any of its properties or assets,

in each case other than as would not be reasonably expected to have a materially adverse effect on the Shareholder's ability to perform its obligations hereunder.

- (e) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to consummate the transactions contemplated by this Agreement. There is no order of any Governmental Entity or Securities Authority against the Shareholder that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Shareholder's ability to consummate the transactions contemplated by this Agreement.
- (f) **No Agreements.** No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Definitive Agreement.

- (g) **Voting.** The Shareholder has the sole and exclusive right to dispose of and to enter into this Agreement and to vote the Subject Securities as contemplated herein. None of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity, Securities Authority or other Person is required to be obtained by the Shareholder in connection with the execution, delivery or performance of this Agreement.
- (i) **Legal Proceedings.** There are no legal proceedings in progress or pending before any Governmental Entity or Securities Authority or threatened against the Shareholder or any judgment, decree or order against the Shareholder that would adversely affect in any material manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Subject Securities.
- (j) **Independent Investigation.** The Shareholder is a sophisticated investor with respect to the Subject Securities and has independently and without reliance upon BR Brands and based on such information as the Shareholder has deemed appropriate, made his, her or its own analysis and decision to enter into this Agreement. The Shareholder has received a copy of the Definitive Agreement and has had an opportunity to review the Definitive Agreement with his, her or its legal counsel. Shareholder acknowledges that, unless and until this Agreement is terminated in accordance with its terms, the agreements contained herein with respect to the Subject Securities by the Shareholder are irrevocable.

### **Section 3.2 Representations and Warranties of BR Brands**

BR Brands hereby represents and warrants and covenants to the Shareholder, acknowledging that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** BR Brands validly subsists under the laws of Delaware and has all necessary corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by BR Brands have been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by BR Brands and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and

other similar laws affecting creditors' rights generally, and to general principles of equity.

## **ARTICLE 4 TERMINATION**

### **Section 4.1 Termination**

This Agreement shall terminate and be of no further force or effect upon the earliest of:

- (a) the written agreement of BR Brands and the Shareholder;
- (b) the Shareholder delivering written notice of termination to BR Brands if: (i) any of the representations and warranties of BR Brands in this Agreement shall not be true and correct in all material respects; or (ii) BR Brands shall not have complied with its covenants to the Shareholder contained in this Agreement; provided that the same has not been cured by BR Brands within 10 Business Days of the date such notice was received by BR Brands;
- (c) BR Brands delivering written notice of termination to the Shareholder if: (i) any of the representations and warranties of the Shareholder in this Agreement shall not be true and correct in all material respects; or (ii) the Shareholder shall not have complied with its covenants to BR Brands contained in this Agreement, provided that the same has not been cured by the Shareholder within 10 Business Days of the date such notice was received by the Shareholder;
- (d) the completion of the Transaction;
- (e) the termination of the Definitive Agreement in accordance with its terms; or
- (f) the Termination Date.

### **Section 4.2 Effect of Termination**

If this Agreement is terminated in accordance with this Article 4 (a) the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination, and (b) the Shareholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities.

## **ARTICLE 5 GENERAL**

### **Section 5.1 Fiduciary Obligations**

BR Brands agrees and acknowledges that the Shareholder is bound hereunder solely in his or her capacity as a shareholder of Dixie and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or, if applicable, any of its directors or

officers, in his or her capacity as a director or officer of Dixie or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall (a) limit or restrict any party from properly fulfilling his or her fiduciary duties as a director or officer of Dixie, or (b) be construed to impose any obligation or limitation on votes or actions taken by the Shareholder or, if applicable, any officer, director, employee, representative or agent of the Shareholder, in each case exclusively in his or her capacity as a director or officer of Dixie in respect of votes or actions at meetings of the executive management or the Board of Directors of Dixie, as applicable.

#### **Section 5.2 Further Assurances**

Each of the Shareholder and BR Brands will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

#### **Section 5.3 Disclosure**

Each of the Shareholder and BR Brands hereby consents to the disclosure of the substance of this Agreement in any news release or any circular relating to the Purchaser Shareholder Meeting.

Except as set forth above or as required by applicable laws or regulations or by any Governmental Entity or Securities Authority or in accordance with the requirements of any stock exchange, the Shareholder shall not make any public announcement or statement with respect to this Agreement without the approval of BR Brands, which shall not be unreasonably withheld or delayed. The Shareholder agrees to consult with BR Brands prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Applicable Laws.

#### **Section 5.4 Time**

Time shall be of the essence in this Agreement.

#### **Section 5.5 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of Canada applicable therein.

#### **Section 5.6 Entire Agreement**

This Agreement, including the schedules hereto and the provisions of the Definitive Agreement incorporated herein by reference, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

#### **Section 5.7 Amendments**

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

### **Section 5.8 Severability**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### **Section 5.9 Assignment**

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto, except that BR Brands may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an affiliate, without reducing its own obligations hereunder, without the consent of the Shareholder.

### **Section 5.10 Survival**

If this Agreement is terminated, this Agreement shall become void and of no further force or effect without liability of any party (or any shareholder, director, officer, employee, agent, consultant or representative of such party) to any other party to this Agreement.

### **Section 5.11 Notices**

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by facsimile, in the case of:

- (a) BR Brands, addressed as follows:

BR Brands, LLC  
41 West Putnam Avenue  
Greenwich, CT 06830

Attention: *[Personal information]*  
Email: *[Personal information]*

with a copy (that shall not constitute notice) to:

McMillan LLP  
1000 Sherbrooke Street West  
Suite 2700  
Montreal, Quebec  
Canada H3A 3G4

Attention: *[Personal information]*

Email: *[Personal information]*

and

Honigman LLP  
2290 First National Building  
660 Woodward Avenue  
Detroit, MI 48226-3506

Attention: *[Personal information]*

E-mail: *[Personal information]*

(b) the Shareholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

#### **Section 5.12 Specific Performance and other Equitable Rights**

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

#### **Section 5.13 Expenses**

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

#### **Section 5.14 Counterparts**

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

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**BR BRANDS, LLC**

By: "*Andrew Schweibold*" (signed) \_\_\_\_\_

Name: Andrew Schweibold

Title: Chairman

**BRIAN GRAHAM**

\_\_\_\_\_  
(Print Name of Shareholder)

*"Brian Graham" (signed)*

\_\_\_\_\_  
(Signature of Shareholder or Authorized Signatory)

*[Personal information]*

\_\_\_\_\_  
(Place of Residency)

Brian S Graham Rise Investments LLC, CEO

\_\_\_\_\_  
(Print Name and Title)

Address: *[Personal information]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: *[Personal information]*

Facsimile: \_\_\_\_\_

Email: *[Personal information]*

2,630,575

\_\_\_\_\_  
(Number of Dixie SVS Held)

\_\_\_\_\_  
(Number of Dixie NVS Held)

\_\_\_\_\_  
(Number of Options Held)

1,144,153

\_\_\_\_\_  
(Number of Warrants Held)