

Exhibit E-1

Share Exchange Agreement (RM2 Acquisition Agreement)

[Attached]

SHARE EXCHANGE AGREEMENT

among

THE SELLERS LISTED IN SCHEDULE 1

and

ARC GROUP WORLDWIDE, INC.

relating to

RM2 INTERNATIONAL S.A.

dated as of

July 6, 2021

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SHARE EXCHANGE AGREEMENT

This SHARE EXCHANGE AGREEMENT (this “**Agreement**”), dated as of July 6, 2021, is entered into between the Persons listed on Schedule 1 hereto as “**Sellers**” (each, individually, an “**Seller**” and collectively, the “**Sellers**”), **ARC Group Worldwide, Inc.**, a Utah corporation (“**ARC**”) and PMB Invest GP I S.a.r.l., as the “**Seller Representative**”. Capitalized terms used but not otherwise defined herein have the meanings given them in ARTICLE I.

RECITALS

WHEREAS, the Sellers are stockholders (“**RM2 Stockholders**”) of RM2 International S.A., a société anonyme formed under the laws of the Grand-Duchy of Luxembourg (“**RM2**”), owning ordinary shares, \$0.01 nominal value (“**RM2 Shares**”);

WHEREAS, ARC and the Sellers wish to enter into a reverse acquisition transaction pursuant to this Agreement, which will result in RM2 becoming a subsidiary of ARC and will involve, among other things (a) the investment by ARC of **THIRTY MILLION U.S. DOLLARS (\$30,000,000)** in cash into RM2 as capital contribution (account 115 of RM2) and without the issuance of RM2 Shares (the “**Second Step Equity Infusion**”) and (b) the transfer to ARC by each Seller of its respective RM2 Shares (the “**Transferred RM2 Shares**”), in exchange for the issuance by ARC to each Seller of a number of ARC Shares in accordance with the Exchange Ratio (the “**Share Exchange**”), as the same may be adjusted in accordance with this Agreement;

WHEREAS, a portion of the ARC Shares otherwise issuable by ARC to each Seller in the Share Exchange shall be placed into escrow, the release of which shall be contingent upon certain events and conditions, all as set forth in this Agreement and the Escrow Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this ARTICLE I:

“**Acquisition Proposal**” means any inquiry, proposal or offer from any Person (other than a party hereto or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction; (ii) the issuance or acquisition of shares of capital stock or other equity securities of such party; or (iii) the sale, lease, exchange or other disposition of any significant portion of such party’s properties or assets.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) 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 voting securities, by contract or otherwise.

“**Agreement**” is defined in the preamble.

“**Ancillary Documents**” means the Escrow Agreement and the Exchange Agent Agreement.

“**ARC**” is defined in the preamble.

“**ARC’s Accountants**” means BDO USA LLP.

“**ARC Legacy Business Sale**” is defined in Section 5.11.

“**ARC Shares**” means shares of common stock, par value \$0.0005, of ARC.

“**ARC Stockholder Distribution**” is defined in Section 5.11.

“**Audited Financial Statements**” is defined in Section 3.07.

“**Balance Sheet**” is defined in Section 3.07.

“**Balance Sheet Date**” is defined in Section 3.07.

“**Benefit Plan**” is defined in Section 3.21(a).

“**Bridge Loan**” means the aggregate of all advances to RM2 pursuant to that certain Bridge Loan Agreement between RM2, as borrower, and QRM2 Holdings, as lender, pursuant to which QRM2 Holdings will lend up to \$15,000,000 to RM2 prior to the Closing.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in Luxembourg City, Grand-Duchy of Luxembourg or New York, New York are authorized or required by Law to be closed for business.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

“**Closing**” is defined in Section 2.05.

“**Closing Date**” is defined in Section 2.05.

“**Closing Indebtedness Certificate**” means a certificate executed by the respective Chief Financial Officer, or other authorized officer, of each of ARC and RM2 certifying, on behalf of each such party, an itemized list of all outstanding Indebtedness as of the open of business on the

Closing Date and the Person to whom such outstanding Indebtedness is owed and an aggregate total of such outstanding Indebtedness.

“**Closing Transaction Expenses Certificate**” means a certificate executed by the respective Chief Financial Officer, or other authorized officer, of each of ARC and RM2, certifying on behalf of each such party the amount of Transaction Expenses remaining unpaid by such party as of the open of business on the Closing Date, including an itemized list of each such unpaid Transaction Expense with a description of the nature of such expense and the person to whom such expense is owed.

“**COBRA**” means the U.S. Consolidated Omnibus Budget Reconciliation Act.

“**Code**” means the U.S. Internal Revenue Code, as amended.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“**Disclosure Schedules**” means the Disclosure Schedules delivered by the Seller Representative and ARC no later than forty-five (45) days after the date of execution of this Agreement or such later date as mutually agreed.

“**Dollars or \$**” means the lawful currency of the United States.

“**Drop Dead Date**” means the first anniversary of the date of this Agreement.

“**Encumbrance**” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“**Environmental Attributes**” means any emissions and renewable energy credits, energy conservation credits, benefits, offsets and allowances, emission reduction credits or words of similar import or regulatory effect (including emissions reduction credits or allowances under all applicable emission trading, compliance or budget programs, or any other federal, state or regional emission, renewable energy or energy conservation trading or budget program) that have been held, allocated to or acquired for the development, construction, ownership, lease, operation, use or maintenance of RM2 as of: (i) the date of this Agreement; and (ii) future years for which allocations have been established and are in effect as of the date of this Agreement.

“**Environmental Claim**” means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from:

(a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“Environmental Notice” means any written directive, notice of violation or infraction, or notice respecting 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.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder, and which for purposes of this Agreement.

“ERISA Affiliate” means all employers (whether or not incorporated) that would be treated together with RM2 or any of its Affiliates as a “single employer” within the meaning of Section 414 of the Code or Section 4001 of ERISA.

“Escrow Agent” means a third party escrow agent that is mutually acceptable to ARC and the Seller Representative.

“Escrow Agreement” means the Escrow Agreement to be entered into by ARC, the Seller Representative and the Escrow Agent at the Closing, in form reasonably acceptable to such parties, pursuant to which the Escrowed Shares will be held and administered as described in Section 2.08.

“Escrowed Shares” is defined in Section 2.08.

“Exchange Agent” means a third party reasonably acceptable to ARC and the Seller Representative, in its capacity as exchange agent under the Exchange Agent Agreement.

“Exchange Agent Agreement” means the Exchange Agent Agreement to be entered into by ARC, the Seller Representative and the Exchange Agent prior to the Closing, in a form reasonably acceptable to such parties, pursuant to which the Exchange Agent will agree to act as agent for the parties to facilitate the transfer of the ARC Shares to the Sellers and the Share Exchange.

“Exchange Ratio” is defined in Section 2.03(a).

“Financial Statements” is defined in Section 3.07.

“FIRPTA Statement” has the meaning set forth in Section 6.07.

“First Step Equity Infusion” means that certain equity investment by QRM2 Holdings of FIVE MILLION US DOLLARS (\$5,000,000) into RM2, to close on or about July 22, 2021.

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Government Contracts” is defined in Section 3.10(a)(viii).

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

“IFRS” means International Financial Reporting Standards in effect from time to time.

“Indebtedness” means, without duplication, all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, (c) long or short-term obligations evidenced by notes, bonds, debentures, preferred stock or similar instruments; (d) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (e) capital lease obligations; (f) reimbursement obligations under any letter of credit, banker’s acceptance or similar credit transactions; (g) guarantees made on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (a) through (f); and (h) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as

a result of the prepayment of any of the obligations referred to in the foregoing clauses (a) through (g).

“Independent Accountant” means an independent accounting firm whom ARC and the Seller Representative shall jointly appoint by mutual agreement, who shall be an impartial nationally recognized firm of independent certified public accountants other than ARC’s Accountants or Sellers’ Accountants.

“Insurance Policies” is defined in Section 3.17.

“Intellectual Property” means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (**“Patents”**); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (**“Trademarks”**); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (**“Copyrights”**); (d) internet domain names, whether or not Trademarks, all associated web addresses, URLs, websites and web pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein (**“Trade Secrets”**); (h) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; (i) rights of publicity; and (j) all other intellectual or industrial property and proprietary rights.

“Interim Balance Sheet” is defined in Section 3.07.

“Interim Balance Sheet Date” is defined in Section 3.07.

“Interim Financial Statements” is defined in Section 3.07.

“Knowledge” or any other similar knowledge qualification, means, (i) when used with respect to RM2, the actual knowledge of any director or officer of RM2, after due inquiry; and (ii) with respect to ARC, the actual knowledge of any director or officer of ARC, after due inquiry.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Liabilities” is defined in Section 3.08.

“Licensed Intellectual Property” means all Intellectual Property in which RM2 or its Subsidiaries hold any rights or interests granted by other Persons.

“Losses” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however*, that **“Losses”** shall not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.

“Majority Holder” has the meaning set forth in Section 10.01(c).

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of such party, or (b) the ability of such party to consummate the transactions contemplated hereby on a timely basis; *provided, however*, that **“Material Adverse Effect”** shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which such party operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof or any epidemic, pandemic or disease outbreak (including, but not limited to, the COVID-19 pandemic); (v) any action required or permitted by this Agreement, except pursuant to Section 3.06 and Section 5.06; (vi) any changes in applicable Laws or accounting rules, including GAAP or IFRS as the case may be; (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement or (viii) any failure of a party to meet projections, forecasts or revenue or earning predictions for any period (provided that the underlying causes of such failure may, to the extent applicable, be considered in determining whether there has been, or is reasonably be expected to be, a Material Adverse Effect).

“Material Contracts” is defined in Section 3.10(a).

“Material Customers” is defined in Section 3.16(a).

“Material Suppliers” is defined in Section 3.16(b).

“Multiemployer Plan” is defined in Section 3.21(c).

“Non-U.S. Benefit Plan” is defined in Section 3.21(a).

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Permitted Encumbrances” is defined in Section 3.11(a).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Post-Closing Tax Period” means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

“Pre-Closing Taxes” is defined in Section 6.02.

“Pro Rata Share” means, with respect to any Seller, such Person’s ownership interest in RM2 as of immediately prior to the Closing Date, determined by dividing (a) the number of RM2 Shares owned of record by such Person as of immediately prior to the Closing Date by (b) the aggregate number of RM2 Shares outstanding immediately prior to the Closing Date, (x) disregarding any treasury shares; but (y) including any and all RM2 Shares issued or issuable pursuant to options, warrants, convertible notes or any other equity rights or instruments of any nature or kind, contingent or otherwise.

“QRM2 Holdings” means QRM2 Holdings Ltd., a BVI business company duly formed and validly existing under the laws of the British Virgin Islands.

“Qualified Benefit Plan” is defined in Section 3.21(c).

“Real Property” means the real property owned, leased or subleased by RM2, together with all buildings, structures and facilities located thereon.

“Release” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

“R&W Insurance Policy” means the representation and warranty insurance policy to be obtained by RM2 on terms and conditions reasonably satisfactory to ARC and the Seller Representative.

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“RM2” is defined in the recitals.

“RM2 Intellectual Property” means all Intellectual Property that is owned by RM2.

“RM2 IP Agreements” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts, whether written or oral, relating to Intellectual Property to which RM2 is a party, beneficiary or otherwise bound.

“**RM2 IP Registrations**” means all RM2 Intellectual Property that is subject to any issuance, registration or application by or with any Governmental Authority or authorized private registrar in any jurisdiction, including issued patents, registered trademarks, domain names and copyrights, and pending applications for any of the foregoing.

“**RM2 IT Systems**” means all software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology (IT) networks and systems (including telecommunications networks and systems for voice, data and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) by RM2.

“**Second Step Equity Infusion**” is defined in the recitals.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Seller Representative**” is defined in the preamble.

“**Seller Representative Losses**” has the meaning set forth in Section 10.01(d).

“**Sellers**” is defined in the preamble.

“**Sellers’ Accountants**” means Grant Thornton Audit & Assurance.

“**Share Consideration**” is defined in Section 2.02(b).

“**Share Exchange**” is defined in the recitals.

“**Single Employer Plan**” is defined in Section 3.21(c).

“**Straddle Period**” is defined in Section 6.03.

“**Subsidiary**” means, when used with reference to a Person, (A) any other Person of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other governing body or Persons performing similar functions, or more than 50% of the outstanding voting securities of which, are owned, directly or indirectly, by such first Person or (B) any other Person with respect to which such first Person controls the management.

“**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Tax Claim**” is defined in Section 6.04.

“**Tax Return**” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Transaction Expenses**” means, as applicable, any and all fees, costs expenses and disbursements incurred by ARC, RM2 or the Seller Representative at or prior to the Closing in connection with the preparation, negotiation and execution of this Agreement and the Ancillary Documents, and the performance and consummation of the transactions contemplated hereby and thereby by each such party.

“**Transferred RM2 Shares**” is defined in the Recitals.

“**Tyson Case Ready Contract**” means Fresh Meats Wood Pallet Replacement Program letter agreement dated April 3, 2020 by and between Tyson Shared Services, Inc. and RM2 USA, Inc.

“**Union**” is defined in Section 3.22(b).

ARTICLE II SHARE EXCHANGE

Section 2.01 Share Exchange. Subject to the terms and conditions of this Agreement, at the Closing, each Seller shall sell to ARC, and ARC shall purchase from each Seller, all of such Seller’s right, title, and interest in and to its Transferred RM2 Shares, in each such case free and clear of all Indebtedness and all Encumbrances, for the consideration specified in Section 2.02.

Section 2.02 Consideration. In consideration for the Share Exchange, at Closing:

(a) ARC shall make the Second Step Equity Infusion without issuance of shares in RM2 and booked as capital contribution in account class 115 according to Luxembourg accounting standards; and

(b) Each Seller shall receive a number of ARC Shares at the Exchange Ratio in exchange for its Transferred RM2 Shares (collectively, the “**Share Consideration**”), subject to the Escrowed Shares holdback set forth in Section 2.08.

Section 2.03 Exchange Ratio.

(a) Subject to Section 2.08, each Transferred RM2 Share shall be exchanged for a number of ARC Shares calculated as follows (the “**Exchange Ratio**”):

$$\text{Exchange Ratio} = (\text{NS} + \text{ARC FDS}) / \text{RM2 FDS}$$

Where:

NS is the aggregate number of new ARC Shares that would be issued in exchange for RM2 Shares if all issued and outstanding RM2 Shares on a fully

diluted basis were Transferred RM2 Shares. **NS** is calculated as explained in Section 2.03(b).

ARC FDS is the number of fully diluted ARC Shares immediately prior to Closing (excluding treasury shares, if any).

RM2 FDS is the number of fully diluted RM2 Shares immediately prior to Closing (excluding treasury shares, if any).

(b) NS is calculated as follows:

$$\mathbf{NS = ARC FDS * (PMV) / 2CI - ARC FDS}$$

Where:

PMV is the post-money valuation of RM2 calculated based upon a pre-money valuation of RM2 of \$60,000,000 increased by (a) the amount of the First Step Equity Infusion and (b) the aggregate amount of any additional subscriptions prior to Closing by RM2's stockholders pursuant to their preemptive rights or third parties.

2CI is the amount of the Second Step Capital Infusion (i.e., \$30,000,000).

Section 2.04 Transactions to be Effected at or Prior to Closing.

(a) Prior to the Closing, ARC shall:

(i) deliver to the Exchange Agent:

(A) the Share Consideration, which shall be duly authorized, validly issued, non-assessable, fully paid and free from all Encumbrances, less the Escrowed Shares, to be delivered by the Exchange Agent as per Section 2.07; and

(B) the Exchange Agent Agreement;

(ii) deliver to the Escrow Agent:

(A) the Escrowed Shares, free from all Encumbrances, to be held pursuant to the Escrow Agreement as described in Section 2.08; and

(B) the Escrow Agreement;

(b) At the Closing, ARC shall:

(i) deliver to RM2:

(A) the Second Step Equity Infusion less the amounts specified under (x) Section 2.04(b)(iv) (Transaction Expenses payments); and (y)

Section 2.04(b)(v) (Bridge Loan repayment), by wire transfer of immediately available funds, to an account designated in writing by RM2 no later than five (5) Business Days prior to the Closing Date; and

(B) the Ancillary Documents and all other agreements, documents, instruments or certificates required to be delivered by ARC to RM2 at or prior to the Closing pursuant to Section 7.03 of this Agreement;

(ii) authorize and direct the Exchange Agent to release the ARC Shares in exchange for the Transferred RM2 Shares;

(iii) deliver to the Seller Representative the Ancillary Documents and all other agreements, documents, instruments or certificates required to be delivered by ARC at or prior to the Closing pursuant to Section 7.03 of this Agreement; and

(iv) pay, on behalf of ARC any and all of ARC's Transaction Expenses, and pay on behalf of or reimburse RM2 and the Seller Representative any and all of their Transaction Expenses, by wire transfer of immediately available funds to the accounts and in the amounts specified on the Closing Transaction Expenses Certificates; and

(v) repay, on behalf of RM2, the Bridge Loan, by wire transfer of immediately available funds to the accounts and in the amounts specified by QRM2 Holdings.

(c) Prior to the Closing, each Seller shall deliver to the Exchange Agent such Seller's Transferred RM2 Shares, together with an assignment or assignments of such Seller's Transferred RM2 Shares in form and substance reasonably satisfactory to ARC, duly executed by such Seller; and

(d) At the Closing, the Seller Representative shall:

(i) deliver to ARC the Ancillary Documents and all other agreements, documents, instruments or certificates required to be delivered by Sellers at or prior to the Closing pursuant to Section 7.02 of this Agreement; and

(ii) authorize and direct the Exchange Agent to release the Transferred RM2 Shares in exchange for the ARC Shares.

(e) At the Closing, RM2 shall deliver to ARC the Ancillary Documents and the other agreements, documents, instruments or certificates required to be delivered by RM2 at or prior to the Closing pursuant to Section 7.02 of this Agreement.

Section 2.05 Closing. Subject to the terms and conditions of this Agreement, the closing of the transactions under this Agreement (the "**Closing**") shall take place at 8:00 a.m. (New York City time), by remote exchange of electronically delivered documents coordinated through the law firm of Wuersch & Gering LLP, 100 Wall Street, New York, New York, no later than the Drop Dead Date or two Business Days after the last of the conditions to Closing set forth in ARTICLE

VII have been satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date and/or place as the Seller Representative and ARC may mutually agree upon in writing (the day on which the Closing takes place being the “**Closing Date**”).

Section 2.06 Withholding Tax. Each of the Exchange Agent, ARC and RM2 shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this ARTICLE II such amounts as may be required to be deducted and withheld with respect to the making of such payment under any provision of Tax Law. To the extent that amounts are so deducted and withheld by the Exchange Agent, ARC or RM2, as the case may be, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which the Exchange Agent, ARC or RM2, as the case may be, made such deduction and withholding.

Section 2.07 Exchange Agent.

(a) Prior to the Closing Date, ARC and RM2 shall jointly appoint the Exchange Agent to act as the agent for the purpose of receiving and holding the Transferred RM2 Shares and delivering the Share Consideration to the Sellers at the Closing.

(b) Prior to the Closing Date, ARC shall deposit with the Exchange Agent: (i) stock certificates; or (ii) instructions for issuance of shares of ARC Shares in book-entry format if so elected by the Sellers, in each case as the Share Consideration.

Section 2.08 RM2 Performance Holdback Escrow.

(a) Deposit of Escrowed Shares. At Closing, ARC will deposit with the Escrow Agent a portion of the Share Consideration calculated in accordance with Section 2.08(b) (the “**Escrowed Shares**”), such Escrowed Shares to be held and disbursed pursuant to the Escrow Agreement. Each Seller’s portion of the Escrowed Shares shall be based upon their respective Pro Rata Shares. The Escrowed Shares shall be withheld, administered and distributed strictly in accordance with the terms of the Escrow Agreement. To the extent there is any inconsistency between the terms of this Agreement and the terms of the Escrow Agreement, the terms of the Escrow Agreement shall control.

(b) Calculation of Escrowed Shares. The Escrowed Shares shall equal the difference between: (x) the Share Consideration; and (y) the number of ARC Shares that would be issuable as Share Consideration under Section 2.02 if PMV (as defined in such Section) were reduced by **Eleven Million U.S. Dollars (\$11,000,000)**.

(c) Conditions for Release of Escrowed Shares to Sellers. The Escrowed Shares shall be released to the Sellers upon the satisfaction of each of the following conditions on the first anniversary of the closing of the First Step Equity Infusion:

(i) EBITDA Target. RM2 shall have achieved an EBITDA run rate of **\$6,043,000** (such run rate target shall be decreased to **\$5,444,000** if the per issue pricing of RM2’s contract with Serta Simmons is not updated to \$10.00 per trip in 2021 rising to \$12.50 per trip in 2022)) (the “**EBITDA Target**”); and

(ii) Tyson Contract. RM2 shall have entered into contracts with Tyson Shared Services, Inc. and/or customers for an additional 2,500,000 pallet trips annually (including the 1,500,000 annual trips from the Tyson Case Ready Contract as per Section 7.02(i)) on economic terms substantially similar to those of the Tyson Case Ready Contract (the “**Tyson Target**”).

(d) If each of the EBITDA Target and the Tyson Target is not achieved, then the Escrowed Shares shall be returned to ARC by the Escrow Agent and cancelled.

Section 2.09 Adjustments. Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the Closing Date, any change in the outstanding shares of capital stock of RM2 or ARC shall occur, including by reason of any reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend or distribution paid in stock, the Share Consideration and any other amounts payable pursuant to this Agreement shall be appropriately adjusted to reflect such change.

Section 2.10 Section 368 Reorganization. For U.S. federal income Tax purposes, the Share Exchange is intended to constitute a “reorganization” within the meaning of **Section 368(a)(1)(B)** of the Code. The parties hereto hereby adopt this Agreement as a “plan of reorganization” within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Treasury Regulations. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, the parties hereto acknowledge and agree that no party is making any representation or warranty as to the qualification of the Share Exchange as a reorganization under Section 368 of the Code or as to the effect, if any, that any transaction consummated prior to or after the Closing Date has or may have on any such reorganization status. The parties hereto acknowledge and agree that each (i) has had the opportunity to obtain independent legal and tax advice with respect to the transaction contemplated by this Agreement, and (ii) is responsible for paying its own Taxes, including without limitation, any adverse Tax consequences that may result if the transaction contemplated by this Agreement is not determined to qualify as a reorganization under Section 368 of the Code.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF RM2 AND THE SELLERS

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, RM2 and the Sellers (on a several and not joint and several basis) represent and warrant to ARC that the statements contained in this ARTICLE III are true and correct as of the date hereof and on the Closing Date except to the extent otherwise contemplated herein; provided that the representation or warranties of Sellers are limited to Section 3.01, Section 3.04(b), Section 3.06, Section 3.10(a)(xi), Section 3.18(a), Section 3.26 and Section 3.27 and no Seller shall be deemed to be providing any representation or warranties about RM2 or any other Seller. For purposes of this ARTICLE III, except to the otherwise obvious by the context, “RM2” shall also be deemed to include RM2’s Subsidiaries.

Section 3.01 Organization and Authority of Each Seller. Each Seller represents with respect to itself only, as follows:

(a) **If such Seller is an entity:** it is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Such Seller has full power and authority to enter into this Agreement and any Ancillary Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby, including without limitation to validly sell, assign, convey and transfer the Transferred RM2 Shares to ARC free and clear of any Encumbrances. The execution and delivery by such Seller of this Agreement and any Ancillary Documents to which it is a party, the performance by such Seller of its obligations hereunder and thereunder, and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of such Seller. This Agreement has been duly executed and delivered by such Seller, and (assuming due authorization, execution and delivery by the other parties hereto) this Agreement constitutes a legal, valid and binding obligation of such Seller enforceable against it in accordance with its terms. When any Ancillary Document to which such Seller is or will be a party has been duly executed and delivered by such Seller (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of such Seller enforceable against it in accordance with its terms.

(b) **If such Seller is a natural person:** such Seller has the legal capacity and power to enter into this Agreement and any Ancillary Documents to which such Seller is a party, to carry out such Seller's obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby, including without limitation to validly sell, assign, convey and transfer the Transferred RM2 Shares to ARC free and clear of any Encumbrances. This Agreement has been duly executed and delivered by such Seller, and (assuming due authorization, execution and delivery by the other parties hereto) this Agreement constitutes a legal, valid and binding obligation of such Seller enforceable against such Seller in accordance with its terms. When any Ancillary Document to which such Seller is or will be a party has been duly executed and delivered by such Seller (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of such Seller enforceable against it in accordance with its terms.

Section 3.02 Organization and Qualification of RM2. RM2 is a société anonyme duly organized, validly existing and in good standing under the Laws of the Grand-Duchy of Luxembourg. RM2 and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. Section 3.02 of the Disclosure Schedules sets forth each jurisdiction in which RM2 is licensed or qualified to do business, and RM2 is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to so qualify would not reasonably be expected to be result in a Material Adverse Effect.

Section 3.03 Authority; Board Approval. RM2 has full corporate power and authority to enter into and perform its obligations under this Agreement and the Ancillary Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The

execution, delivery and performance by RM2 of this Agreement and any Ancillary Documents to which it is a party and the consummation by RM2 of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of RM2 and no other corporate proceedings on the part of RM2 are necessary to authorize the execution, delivery and performance of this Agreement or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by RM2, and (assuming due authorization, execution and delivery by each other party hereto) this Agreement constitutes a legal, valid and binding obligation of RM2 enforceable against RM2 in accordance with its terms. When each Ancillary Document to which RM2 is or will be a party has been duly executed and delivered by RM2 (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of RM2 enforceable against it in accordance with its terms.

Section 3.04 Capitalization.

(a) The authorized capital stock of RM2 consists of 1,977,347,671 RM2 Shares, of which 1,189,014,337 RM2 Shares are issued and outstanding as of the close of business on the date of this Agreement. All the RM2 Shares have been duly authorized, are validly issued, fully paid and non-assessable.

(b) All of the RM2 Shares held each Seller are owned of record and beneficially by such Seller, free and clear of all Encumbrances.

(c) Except as disclosed in Section 3.04(c) of the Disclosure Schedules, there are no outstanding or authorized options, warrants, convertible securities or other rights, instruments, agreements, arrangements or commitments of any nature, character or kind relating to the capital stock of RM2 or obligating RM2 to issue or sell any shares of capital stock of, or any other interest in, RM2. RM2 does not have outstanding or authorized any stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the RM2 Shares.

Section 3.05 Subsidiaries. Section 3.05 of the Disclosure Schedules, is a correct and complete list of the name and relationship to RM2 of each and all of its Subsidiaries. Each Subsidiary is (a) duly incorporated or organized and validly existing in good standing under the laws of its jurisdiction of incorporation or organization set forth on Section 3.05 of the Disclosure Schedules, and (b) qualified to do business and in good standing in each jurisdiction, in which the failure to so qualify or be in good standing could reasonably be expected to have a Material Adverse Effect and (c) has all requisite power and authority to conduct its business and own its property.

Section 3.06 No Conflicts; Consents. The execution, delivery and performance by RM2 and each Seller of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the memorandum and articles, certificate of incorporation, by-laws or any other organizational documents of RM2 or such Seller, as the case may be; (b) conflict with or result in a violation or

breach of any provision of any Law or Governmental Order applicable to RM2 or such Seller, as the case may be; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which RM2 or such Seller, as the case may be, is a party or by which RM2 or such Seller, as the case may be, is bound or to which any of their respective properties and assets are subject (including any Material Contract) or any Permit affecting the properties, assets or business of RM2 or such Seller, as the case may be; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any properties or assets of RM2 or such Seller, as the case may be. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to RM2 or such Seller, as the case may be, in connection with the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby.

Section 3.07 Financial Statements. Complete copies of RM2's audited financial statements consisting of the balance sheet as at December 31 for the year 2017 and the related statements of income and retained earnings, stockholders' equity and cash flow for the year then ended (the "**Audited Financial Statements**"), the draft audited financial statements consisting of the balance sheet as at December 31 for the year 2018 and the related statements of income and retained earnings, stockholders' equity and cash flow for the year then ended and unaudited financial statements consisting of the balance sheet of RM2 as at March 31, 2021 and the related statements of income and retained earnings, stockholders' equity and cash flow for the three period then ended (the "**Interim Financial Statements**" and together with the Audited Financial Statements, the "**Financial Statements**") are attached hereto as Section 3.07 to the Disclosure Schedules. The Financial Statements have been prepared in accordance with IFRS applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Audited Financial Statements). The Financial Statements are based on the books and records of RM2, and fairly present the financial condition of RM2 as of the respective dates they were prepared and the results of the operations of RM2 for the periods indicated. The balance sheet of RM2 as of December 31, 2017 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**" and the balance sheet of RM2 as of March 31, 2021 is referred to herein as the "**Interim Balance Sheet**" and the date thereof as the "**Interim Balance Sheet Date**". RM2 maintains a standard system of accounting established and administered in accordance with IFRS.

Section 3.08 Undisclosed Liabilities. RM2 has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise ("**Liabilities**"), except (a) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

Section 3.09 Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date there has not been, with respect to RM2, any event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and other than in the ordinary course of business consistent with past practice, there has not been, with respect to RM2, any:

- (a) amendment of the charter, by-laws or other organizational documents of RM2;
- (b) split, combination or reclassification of any shares of its capital stock;
- (c) issuance, sale or other disposition of any of its capital stock or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its capital stock;
- (d) declaration or payment of any dividends or distributions on or in respect of any of its capital stock or redemption, purchase or acquisition of its capital stock;
- (e) material change in any method of accounting or accounting practice of RM2, except as required by IFRS or as disclosed in the notes to the Financial Statements;
- (f) material change in RM2's cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;
- (g) incurrence, assumption or guarantee of any indebtedness for borrowed money;
- (h) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements;
- (i) transfer or assignment of or grant of any license or sublicense under or with respect to any RM2 Intellectual Property or RM2 IP Agreements;
- (j) abandonment or lapse of or failure to maintain in full force and effect any material RM2 IP Registrations, or failure to take or maintain reasonable measures to protect the confidentiality or value of any material Trade Secrets included in RM2 Intellectual Property;
- (k) material damage, destruction or loss (whether or not covered by insurance) to its property;
- (l) any loan to any other Person;
- (m) any material capital expenditures not included in RM2's budget;

(n) imposition of any Encumbrance upon any of RM2 properties, capital stock or assets, tangible or intangible;

(o) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, independent contractors or consultants, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee or any termination of any employees for which the aggregate costs and expenses exceed \$250,000, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, independent contractor or consultant;

(p) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral;

(q) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its stockholders or current or former directors, officers and employees;

(r) entry into a new line of business or abandonment or discontinuance of existing lines of business;

(s) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(t) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of \$100,000, individually (in the case of a lease, per annum) or 100,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the ordinary course of business consistent with past practice;

(u) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any Person or any division thereof;

(v) action by RM2 to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of ARC in respect of any Post-Closing Tax Period; or

(w) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.10 Material Contracts.

(a) Section 3.10(a) of the Disclosure Schedules lists each of the following Contracts of RM2 (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Real Property (including without limitation, brokerage contracts) listed or otherwise disclosed in Section 3.11(b) of the Disclosure Schedules and all RM2 IP Agreements set forth in Section 3.13(b) of the Disclosure Schedules, being “**Material Contracts**”):

(i) each Contract of RM2 involving aggregate consideration in excess of \$250,000 and which, in each case, cannot be cancelled by RM2 without penalty or without more than 90 days’ notice;

(ii) all Contracts that require RM2 to purchase its total requirements of any product or service from a third party or that contain “take or pay” provisions;

(iii) all Contracts that provide for the assumption of any Tax, environmental or other Liability of any Person;

(iv) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(v) all broker, distributor, dealer, manufacturer’s representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts to which RM2 is a party;

(vi) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) to which RM2 is a party and which are not cancellable without material penalty or without more than 90 days’ notice;

(vii) except for Contracts relating to trade payables, all Contracts relating to indebtedness (including, without limitation, guarantees) of RM2;

(viii) all Contracts with any Governmental Authority to which RM2 is a party (“**Government Contracts**”);

(ix) all Contracts that limit or purport to limit the ability of RM2 to compete in any line of business or with any Person or in any geographic area or during any period of time;

(x) any Contracts to which RM2 is a party that provide for any joint venture, partnership or similar arrangement by RM2;

(xi) all Contracts between or among RM2 on the one hand and the Sellers or any Affiliate of the Sellers (other than RM2) on the other hand; and

(xii) all collective bargaining agreements or Contracts with any Union to which RM2 is a party.

(b) Each Material Contract is valid and binding on RM2 in accordance with its terms and is in full force and effect. None of RM2 or, to RM2's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to ARC.

Section 3.11 Title to Assets; Real Property.

(a) RM2 has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all Real Property and personal property and other assets reflected in the Audited Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(i) those items set forth in Section 3.11(a) of the Disclosure Schedules;

(ii) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures;

(iii) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of RM2;

(iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the business of RM2;

(v) other than with respect to owned Real Property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the business of RM2; or

(vi) other imperfections of title or Encumbrances, if any, that have not had, and would not have, a Material Adverse Effect.

(b) Section 3.11(b) of the Disclosure Schedules lists (i) the street address of each parcel of Real Property; (ii) if such property is leased or subleased by RM2, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (iii) the current use of such property. With respect to owned Real Property, RM2 has delivered or made available to ARC true, complete and correct copies of the deeds and other instruments (as recorded) by which RM2 acquired such Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of RM2 and relating to the Real Property. With respect to leased Real Property, RM2 has delivered or made available to ARC true, complete and correct copies of any leases affecting the Real Property. RM2 is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased Real Property. The use and operation of the Real Property in the conduct of RM2's business do not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. No material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than RM2. There are no Actions pending nor, to RM2's Knowledge, threatened against or affecting the Real Property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings.

Section 3.12 Condition and Sufficiency of Assets. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of RM2 are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by RM2, together with all other properties and assets of RM2, are sufficient for the continued conduct of RM2's business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of RM2 as currently conducted.

Section 3.13 Intellectual Property.

(a) Section 3.13(a) of the Disclosure Schedules contains a correct, current, and complete list of: (i) all RM2 IP Registrations, specifying as to each, as applicable: the title, mark, or design; the record owner and inventor(s), if any; the jurisdiction by or in which it has been issued, registered, or filed; the patent, registration, or application serial number; the issue, registration, or filing date; and the current status, (ii) all unregistered Trademarks included in RM2 Intellectual Property; (iii) all proprietary software of RM2; and (iv) all other RM2 Intellectual Property used in RM2's business as currently conducted and as proposed to be conducted.

(b) Section 3.13(b) of the Disclosure Schedules contains a correct, current, and complete list of all RM2 IP Agreements separately identifying RM2 IP Agreements: (i) under which RM2 is a licensor or otherwise grants to any Person any right or interest

relating to any RM2 Intellectual Property; (ii) under which RM2 is a licensee or otherwise granted any right or interest relating to the Intellectual Property of any Person; and (iii) which otherwise relate to RM2's ownership or use of Intellectual Property. RM2 has provided ARC with true and complete copies (or in the case of any oral agreements, a complete and correct written description) of all RM2 IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each RM2 IP Agreement is valid and binding on RM2 in accordance with its terms and is in full force and effect. Neither RM2 nor any other party thereto is, or is alleged to be, in breach of or default under, or has provided or received any notice of breach of, default under, or intention to terminate (including by non-renewal), any RM2 IP Agreement.

(c) RM2 is the legal and beneficial, and with respect to RM2 IP Registrations, record, owner of all right, title, and interest in and to RM2 Intellectual Property, and has the valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of RM2's business, in each case, free and clear of Encumbrances other than Permitted Encumbrances. RM2 has entered into binding, valid and enforceable, written Contracts with each current and former employee and independent contractor who is or was involved in or has contributed to the invention, creation, or development of any Intellectual Property during the course of employment or engagement with RM2 whereby such employee or independent contractor (i) acknowledges RM2's exclusive ownership of all Intellectual Property invented, created, or developed by such employee or independent contractor within the scope of his or her employment or engagement with RM2; (ii) grants to RM2 a present, irrevocable assignment of any ownership interest such employee or independent contractor may have in or to such Intellectual Property, to the extent such Intellectual Property does not constitute a "work made for hire" under applicable Law; and (iii) irrevocably waives any right or interest, including any moral rights, regarding any such Intellectual Property, to the extent permitted by applicable Law. RM2 has provided ARC with true and complete copies of all such Contracts. All assignments and other instruments necessary to establish, record, and perfect RM2's ownership interest in RM2 IP Registrations have been validly executed, delivered, and filed with the relevant Governmental Authorities and authorized registrars.

(d) To the Knowledge of RM2, neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of, or require the consent of any other Person in respect of, RM2's right to own or use any RM2 Intellectual Property or Licensed Intellectual Property.

(e) To the Knowledge of RM2, all of the RM2 Intellectual Property and Licensed Intellectual Property is valid and enforceable, and all RM2 IP Registrations are subsisting and in full force and effect. RM2 has taken all reasonable and necessary steps to maintain and enforce RM2 Intellectual Property and Licensed Intellectual Property and to preserve the confidentiality of all Trade Secrets included in RM2 Intellectual Property, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements. All required filings and fees related to RM2 IP Registrations have been timely submitted with and paid to the relevant Governmental Authorities and authorized registrars. RM2 has provided ARC with true and complete copies of all file

histories, documents, certificates, office actions, correspondence, assignments, and other instruments relating to RM2 IP Registrations.

(f) To the Knowledge of RM2, the conduct of RM2's business as currently and formerly conducted and as proposed to be conducted, including the use of RM2 Intellectual Property and Licensed Intellectual Property in connection therewith, and the products, processes and services of RM2 have not infringed, misappropriated or otherwise violated, and will not infringe, misappropriate or otherwise violate, the Intellectual Property or other rights of any Person. No Person has infringed, misappropriated or otherwise violated any RM2 Intellectual Property or Licensed Intellectual Property.

(g) There are no Actions (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending, or, to the Knowledge of RM2, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation by RM2 of the Intellectual Property of any Person; (ii) challenging the validity, enforceability, registrability, patentability, or ownership of any RM2 Intellectual Property or Licensed Intellectual Property or RM2's right, title, or interest in or to any RM2 Intellectual Property or Licensed Intellectual Property; or (iii) by RM2 or by the owner of any Licensed Intellectual Property alleging any infringement, misappropriation, or other violation by any Person of RM2 Intellectual Property or such Licensed Intellectual Property. RM2 is not aware of any facts or circumstances that could reasonably be expected to give rise to any such Action. RM2 is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the use of any RM2 Intellectual Property or Licensed Intellectual Property.

(h) All RM2 IT Systems are in good working condition and are sufficient in all material respects for the operation of RM2's business as currently conducted and as proposed to be conducted. In the past three years, there has been no material malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of RM2 IT Systems that has resulted or is reasonably likely to result in disruption or damage to the business of RM2. RM2 has taken all commercially reasonable steps to safeguard the confidentiality, availability, security, and integrity of RM2 IT Systems, including implementing and maintaining appropriate backup, disaster recovery, and software and hardware support arrangements.

(i) RM2 has complied in all material respects with all applicable Laws and all publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of RM2's business. In the past three years, RM2 has not (i) experienced any actual, alleged, or suspected data breach or other security incident involving personal information in its possession or control or (ii) been subject to or received any notice of any audit, investigation, complaint, or other Action by any Governmental Authority or other Person concerning RM2's collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any applicable Law concerning privacy, data security, or data breach notification, and to RM2's Knowledge, there are no facts or circumstances that could reasonably be expected to give rise to any such Action.

Section 3.14 Inventory. All inventory of RM2, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All such inventory is owned by RM2 free and clear of all Encumbrances, and no inventory is held on a consignment basis. The quantities of each item of inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of RM2.

Section 3.15 Accounts Receivable. The accounts receivable reflected on the Interim Balance Sheet and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by RM2 involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of RM2 not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. The reserve for bad debts shown on the Interim Balance Sheet or, with respect to accounts receivable arising after the Interim Balance Sheet Date, on the accounting records of RM2 have been determined in accordance with IFRS, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

Section 3.16 Customers and Suppliers.

(a) Section 3.16(a) of the Disclosure Schedules sets forth (i) each customer who has paid aggregate consideration to RM2 for goods or services rendered in an amount greater than or equal to \$100,000 for each of the two most recent fiscal years (collectively, the “**Material Customers**”); and (ii) the amount of consideration paid by each Material Customer during such periods. RM2 has not received any notice, and has no reason to believe, that any of its Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with RM2.

(b) Section 3.16(b) of the Disclosure Schedules sets forth (i) each supplier to whom RM2 has paid consideration for goods or services rendered in an amount greater than or equal to \$100,000 for each of the two most recent fiscal years (collectively, the “**Material Suppliers**”); and (ii) the amount of purchases from each Material Supplier during such periods. RM2 has not received any notice, and has no reason to believe, that any of its Material Suppliers has ceased, or intends to cease, to supply goods or services to RM2 or to otherwise terminate or materially reduce its relationship with RM2.

Section 3.17 Insurance. Section 3.17 of the Disclosure Schedules sets forth a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers’ compensation, vehicular, directors’ and officers’ liability, fiduciary liability and other casualty and property insurance maintained by RM2 and relating to the assets, business, operations, employees, officers and directors of RM2 (collectively, the “**Insurance Policies**”) and true and complete copies of such Insurance Policies have been made available to ARC. Such Insurance Policies are in full force and effect and shall remain in full force and effect following the consummation of the transactions contemplated by this Agreement. RM2

has not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based liability on the part of RM2. All such Insurance Policies (a) are valid and binding in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. There are no claims related to the business of RM2 pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. RM2 is not in default under, and has not otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to RM2 and are sufficient for compliance with all applicable Laws and Contracts to which RM2 is a party or by which it is bound.

Section 3.18 Legal Proceedings; Governmental Orders.

(a) There are no Actions pending or, to RM2's Knowledge, threatened (a) against or by RM2 affecting any of its properties or assets (or by or against the Sellers or any Affiliate thereof and relating to RM2); or (b) against or by RM2, the Sellers or any Affiliate of the Sellers that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) Except as set forth in Section 3.18(b) of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting RM2 or any of its properties or assets. RM2 is in compliance with the terms of each Governmental Order set forth in Section 3.18(b) of the Disclosure Schedules. No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order.

Section 3.19 Compliance With Laws; Permits.

(a) RM2 is complying in all material respects with all Laws applicable to it or its business, properties or assets.

(b) All material Permits required for RM2 to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Section 3.19(b) of the Disclosure Schedules lists all current Permits issued to RM2, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 3.19(b) of the Disclosure Schedules.

Section 3.20 Environmental Matters.

(a) RM2 is currently and has been in compliance with all Environmental Laws and has not received from any Person any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) RM2 has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in Section 3.20(b) of the Disclosure Schedules) necessary for the ownership, lease, operation or use of the business or assets of RM2 and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by RM2 through the Closing Date in accordance with Environmental Law, and RM2 is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the ownership, lease, operation or use of the business or assets of RM2 as currently carried out. With respect to any such Environmental Permits, RM2 has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and RM2 is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, nor have they received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) No real property currently or formerly owned, operated or leased by RM2 is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state or foreign list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the business or assets of RM2 or any real property currently or formerly owned, operated or leased by RM2, and RM2 has not received an Environmental Notice that any real property currently or formerly owned, operated or leased in connection with the business of RM2 (including soils, groundwater, surface water, buildings and other structure located on any such real property) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, RM2.

(e) Section 3.20(e) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by RM2.

(f) Section 3.20(f) of the Disclosure Schedules contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by RM2 and any predecessors as to which RM2 may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state or foreign list, and RM2 has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by RM2.

(g) RM2 has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) RM2 has provided or otherwise made available to ARC and listed in Section 3.20(h) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the business or assets of RM2 or any currently or formerly owned, operated or leased real property which are in the possession or control of RM2 related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(i) RM2 is not aware of and does not reasonably anticipate, as of the Closing Date, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the business or assets of RM2 as currently carried out.

(j) RM2 owns and controls all Environmental Attributes (a complete and accurate list of which is set forth in Section 3.20(j) of the Disclosure Schedules) and has not entered into any contract or pledge to transfer, lease, license, guarantee, sell, mortgage, pledge or otherwise dispose of or encumber any Environmental Attributes as of the date hereof. RM2 is not aware of any condition, event or circumstance that might prevent, impede or materially increase the costs associated with the transfer (if required) to ARC of any Environmental Attributes after the Closing Date.

Section 3.21 Employee Benefit Matters.

(a) Section 3.21(a) of the Disclosure Schedules contains a true and complete list of each material pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off (PTO), medical, vision, dental, disability, welfare, Code Section 125 cafeteria, fringe benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by RM2 for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of RM2 or any spouse or dependent of such individual, or under which RM2 or any of its ERISA Affiliates has or may have any Liability, or with respect to which ARC or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise (as listed on Section 3.21(a) of the Disclosure Schedules, each, a “**Benefit Plan**”). RM2 has separately identified in Section 3.21(a) of the Disclosure

Schedules (i) each Benefit Plan that contains a change in control provision and (ii) each Benefit Plan that is maintained, sponsored, contributed to, or required to be contributed to, by RM2 for the benefit of employees outside of the United States (a “**Non-U.S. Benefit Plan**”).

(b) With respect to each Benefit Plan, RM2 has made available to ARC accurate, current and complete copies of each of the following: (i) where the Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (iv) copies of any summary plan descriptions, summaries of material modifications, summaries of benefits and coverage, COBRA communications, employee handbooks and any other written communications (or a description of any oral communications) relating to any Benefit Plan; (v) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service and any legal opinions issued thereafter with respect to such Benefit Plan’s continued qualification; (vi) in the case of any Benefit Plan for which a Form 5500 must be filed, a copy of the two most recently filed Forms 5500, with all corresponding schedules and financial statements attached; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the two most recently completed plan years; (viii) the most recent nondiscrimination tests performed under the Code; and (ix) copies of material notices, letters or other correspondence from the Internal Revenue Service, Department of Labor, Department of Health and Human Services, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Benefit Plan.

(c) Each Benefit Plan and any related trust (other than any multiemployer plan within the meaning of Section 3(37) of ERISA (each a “**Multiemployer Plan**”)) has been established, administered and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA, the Code and any applicable local Laws). Each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code (a “**Qualified Benefit Plan**”) is so qualified and received a favorable and current determination letter from the Internal Revenue Service with respect to the most recent five year filing cycle, or with respect to a prototype or volume submitter plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan or volume submitter plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and nothing has occurred that could reasonably be expected to adversely affect the qualified status of any Qualified Benefit Plan. Nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject RM2 or any of its ERISA Affiliates or, with respect to any period on or after the Closing Date, ARC or any of its Affiliates, to a penalty under Section 502 of ERISA or to tax or penalty under Sections 4975 or 4980H of the Code.

(d) No pension plan (other than a Multiemployer Plan) which is subject to minimum funding requirements, including any multiple employer plan, (each, a “**Single Employer Plan**”) in which employees of RM2 or any ERISA Affiliate participate or have participated has an “accumulated funding deficiency”, whether or not waived, or is subject to a lien for unpaid contributions under Section 303(k) of ERISA or Section 430(k) of the Code. No Single Employer Plan covering employees of RM2 which is a defined benefit plan has an “adjusted funding target attainment percentage,” as defined in Section 436 of the Code, less than 80%. All benefits, contributions and premiums relating to each Benefit Plan have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws and accounting principles, and all benefits accrued under any unfunded Benefit Plan have been paid, accrued or otherwise adequately reserved to the extent required by, and in accordance with, IFRS. All Non-U.S. Benefit Plans that are intended to be funded and/or book-reserved are funded and/or book-reserved, as appropriate, based upon reasonable actuarial assumptions.

(e) Neither RM2 nor any of its ERISA Affiliates has (i) incurred or reasonably expects to incur, either directly or indirectly, any material Liability under Title I or Title IV of ERISA or related provisions of the Code or applicable local Law relating to employee benefit plans; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any Benefit Plan; (iv) engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c) of ERISA; (v) incurred taxes under Section 4971 of the Code with respect to any Single Employer Plan; or (vi) participated in a multiple employer welfare arrangements (MEWA).

(f) With respect to each Benefit Plan (i) no such plan is a Multiemployer Plan, and (A) all contributions required to be paid by RM2 or its ERISA Affiliates have been timely paid to the applicable Multiemployer Plan; (B) neither RM2 nor any ERISA Affiliate has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied, and (C) a complete withdrawal from all such Multiemployer Plans at the Closing Date would not result in any material liability to RM2 and no Multiemployer Plan is in critical, endangered or seriously endangered status or has suffered a mass withdrawal; (ii) no such plan is a “multiple employer plan” within the meaning of Section 413(c) of the Code or a “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA); (iii) no Action has been initiated by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan; (iv) no such plan or the plan of any ERISA Affiliate maintained or contributed to within the last six (6) years is a Single Employer Plan subject to Title IV of ERISA; and (v) no “reportable event,” as defined in Section 4043 of ERISA, with respect to which the reporting requirement has not been waived has occurred with respect to any such plan.

(g) Each Benefit Plan can be amended, terminated or otherwise discontinued after the Closing in accordance with its terms, without material liabilities to ARC, RM2 or any of their Affiliates other than ordinary administrative expenses typically incurred in a termination event. RM2 has no commitment or obligation and has not made any representations to any employee, officer, director, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or

any collective bargaining agreement, in connection with the consummation of the transactions contemplated by this Agreement or otherwise.

(h) Other than as required under Sections 601 to 608 of ERISA or other applicable Law, no Benefit Plan provides post-termination or retiree health benefits to any individual for any reason, and neither RM2 nor any of its ERISA Affiliates has any Liability to provide post-termination or retiree health benefits to any individual or ever represented, promised or contracted to any individual that such individual would be provided with post-termination or retiree health benefits.

(i) There is no pending or, to RM2's Knowledge, threatened Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan has within the three years prior to the date hereof been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(j) There has been no amendment to, announcement by RM2 or any of its Affiliates relating to, or change in employee participation or coverage under, any Benefit Plan or collective bargaining agreement that would increase the annual expense of maintaining such plan above the level of the expense incurred for the most recently completed fiscal year (other than on a de minimis basis) with respect to any director, officer, employee, independent contractor or consultant, as applicable. Neither RM2 nor any of its Affiliates has any commitment or obligation or has made any representations to any director, officer, employee, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement.

(k) Each Benefit Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings and proposed and final regulations) thereunder. RM2 does not have any obligation to gross up, indemnify or otherwise reimburse any individual for any excise taxes, interest or penalties incurred pursuant to Section 409A of the Code.

(l) Each individual who is classified by RM2 as an independent contractor has been properly classified for purposes of participation and benefit accrual under each Benefit Plan.

(m) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former director, officer, employee, independent contractor or consultant of RM2 to severance pay or any other payment; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation (including stock-based compensation) due to any such individual; (iii) limit or restrict the right of RM2 to merge, amend, or terminate any Benefit Plan; (iv) increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan; (v)

result in “excess parachute payments” within the meaning of Section 280G(b) of the Code; or (vi) require a “gross-up” or other payment to any “disqualified individual” within the meaning of Section 280G(c) of the Code.

Section 3.22 Employment Matters.

(a) As of the date hereof, all compensation, including wages, commissions, bonuses, fees and other compensation, payable to all employees, independent contractors or consultants of RM2 for services performed on or prior to the date hereof have been paid in full (or accrued in full on the audited balance sheet contained in the Financial Statements) and there are no outstanding agreements, understandings or commitments of RM2 with respect to any compensation, commissions, bonuses or fees.

(b) RM2 is not, and has not been for the past three years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, “**Union**”), and there is not, and has not been for the past three years, any Union representing or purporting to represent any employee of RM2, and, to RM2’s Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting RM2 or any of its employees. RM2 has no duty to bargain with any Union.

(c) RM2 is and has been in compliance with the terms of the collective bargaining agreements and other Contracts, if any, listed on Section 3.22(b) of the Disclosure Schedules and all applicable Laws pertaining to employment and employment practices, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers’ compensation, leaves of absence, paid sick leave and unemployment insurance. All individuals characterized and treated by RM2 as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. All employees of RM2 classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. RM2 is in compliance with and has complied with all immigration laws, including Form I-9 requirements and any applicable mandatory E-Verify obligations. There are no Actions against RM2 pending, or to RM2’s Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant or independent contractor of RM2, including, without limitation, any charge or claim relating to unfair labor practices, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, employee classification, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers’ compensation,

leaves of absence, paid sick leave, unemployment insurance or any other employment related matter arising under applicable Laws.

(d) With respect to each Government Contract, RM2 is and has been in compliance with Executive Order No. 11246 of 1965 (“E.O. 11246”), Section 503 of the Rehabilitation Act of 1973 (“**Section 503**”) and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”), including all implementing regulations. RM2 maintains and complies with affirmative action plans in compliance with E.O. 11246, Section 503 and VEVRAA, including all implementing regulations. RM2 is not, and has not been for the past three years, the subject of any audit, investigation or enforcement action by any Governmental Authority in connection with any Government Contract or related compliance with E.O. 11246, Section 503 or VEVRAA. RM2 has not been debarred, suspended or otherwise made ineligible from doing business with the United States government or any government contractor. RM2 is in compliance with and has complied with all immigration laws, including any applicable mandatory E-Verify obligations.

Section 3.23 Taxes.

(a) All Tax Returns required to be filed by RM2 have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All Taxes due and owing by RM2 (whether or not shown on any Tax Return) have been, or will be, paid.

(b) RM2 has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No written claim has been made within the past four years by any taxing authority in any jurisdiction where RM2 does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

(d) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of RM2.

(e) The amount of RM2’s Liability for unpaid Taxes for all periods ending on or before the date of most recent RM2 Financial Statements does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) reflected on the Financial Statements. The amount of RM2’s Liability for unpaid Taxes for all periods following the end of the recent period covered by the Financial Statements shall not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of RM2 (and which accruals shall not exceed comparable amounts incurred in similar periods in prior years).

(f) Section 3.23(f) of the Disclosure Schedules sets forth:

(i) those Tax Returns that have been subject to examinations by the taxing authorities which examinations have been completed; and

(ii) those Tax Returns of which examinations by taxing authorities are presently being conducted.

(g) All deficiencies asserted, or assessments made, against RM2 as a result of any examinations by any taxing authority have been fully paid.

(h) RM2 is not a party to any Action by any taxing authority. There are no Actions pending or threatened in writing by any taxing authority.

(i) RM2 has made available to ARC copies of all federal, state, local and foreign income, franchise and similar Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by, RM2 for all Tax periods ending after December 31, 2016.

(j) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of RM2.

(k) RM2 is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.

(l) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to RM2.

(m) RM2 has not been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes. RM2 has no Liability for Taxes of any Person (other than RM2) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or foreign Law), as transferee or successor, by contract or otherwise.

(n) RM2 will not be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxable period or portion thereof ending after the Closing Date as a result of:

(i) any change in a method of accounting under Section 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use of an improper method of accounting, for a taxable period ending on or prior to the Closing Date;

(ii) an installment sale or open transaction occurring on or prior to the Closing Date;

(iii) a prepaid amount received on or before the Closing Date;

(iv) any closing agreement under Section 7121 of the Code, or similar provision of state, local or foreign Law; or

(v) any election under Section 108(i) of the Code.

(o) RM2 is not, and has not been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code.

(p) RM2 has not been a “distributing corporation” or a “controlled corporation” in connection with a distribution described in Section 355 of the Code.

(q) RM2 is not, and has not been, a party to, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(r) There is not currently, and RM2 does not anticipate there being, any limitation on the utilization of a material portion of the net operating losses, capital losses, built-in losses, tax credits or similar items of RM2 under Sections 269, 382, 383, 384 or 1502 of the Code and the Treasury Regulations thereunder (and comparable provisions of state, local or foreign Law).

(s) RM2 has not entered into a gain recognition agreement pursuant to Treasury Regulations Section 1.367(a)-8. RM2 has not transferred an intangible the transfer of which would be subject to the rules of Section 367(d) of the Code.

(t) No property owned by RM2 is (i) required to be treated as being owned by another person pursuant to the so-called “safe harbor lease” provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, (ii) subject to Section 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

Section 3.24 Books and Records. The minute books and stock record books of RM2, all of which have been made available to ARC, are complete and correct and have been maintained in accordance with sound business practices. The minute books of RM2 contain accurate and complete records of all meetings, and actions taken by written consent of, the stockholders, the board of directors and any committees of the board of directors of RM2, and no meeting, or action taken by written consent, of any such stockholders, board of directors or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of RM2.

Section 3.25 Related Party Transactions. No executive officer or director of RM2 or any person owning 5% or more of the RM2 Shares (or any of such person’s immediate family members or Affiliates or associates) is a party to any Contract with or binding upon RM2 or any of its assets, rights or properties or has any interest in any property owned by RM2 or has engaged in any transaction with any of the foregoing within the last twelve (12) months.

Section 3.26 Investment Purpose. Each Seller is acquiring the ARC Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Each Seller acknowledges that the ARC Shares are not registered under the Securities Act or any state securities laws, and that the Transferred RM2 Shares may not

be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Each Seller is aware that it may be required to bear the economic risk of the investment made pursuant to this Agreement for an indefinite period of time, and is able to bear such risk.

Section 3.27 Investor Qualification. Each Seller represents either that:

(a) Regulation S. Such Seller is not a “U.S. person,” as that term is defined in Rule 902(k) under Regulation S under the Securities Act, it is not acquiring the ARC Shares for the account or benefit of any U.S. person, and its acquisition and continued beneficial ownership of the ARC Shares will not violate any applicable securities or other laws of such Seller’s jurisdiction.

(b) Accredited Investor. Such Seller is an “accredited investor,” as that term is defined in Rule 501(a) of under the Securities Act, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment made pursuant to this Agreement. Such Seller has made an independent determination that the ARC Shares are suitable for such Seller and has not relied upon ARC or any of its officers, directors, attorneys or accounts in respect of any advice to such effect.

Section 3.28 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of RM2, other than the fees due to BLMS Capital Limited.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF ARC

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, ARC represents and warrants to the Sellers that the statements contained in this ARTICLE IV are true and correct as of the date hereof and on the Closing Date except to the extent otherwise contemplated herein.

Section 4.01 Organization and Authority of ARC. ARC is a corporation duly organized, validly existing and in good standing under the Laws of the state of Utah. ARC has full corporate power and authority to enter into this Agreement and the Ancillary Documents to which ARC is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by ARC of this Agreement and any Ancillary Document to which ARC is a party, the performance by ARC of its obligations hereunder and thereunder and the consummation by ARC of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of ARC. This Agreement has been duly executed and delivered by ARC, and (assuming due authorization, execution and delivery by the Sellers) this Agreement constitutes a legal, valid and binding obligation of ARC enforceable against ARC in accordance with its terms. When each Ancillary Document to which ARC is or will be a party has been duly executed and delivered by ARC (assuming due authorization, execution and delivery by each other party thereto), such

Ancillary Document will constitute a legal and binding obligation of ARC enforceable against it in accordance with its terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by ARC of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the articles of incorporation, by-laws or other organizational documents of ARC, in each case as amended and/or amended and restated or restated; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to ARC; or (c) require the consent, notice or other action by any Person under any Contract to which ARC is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to ARC in connection with the execution and delivery of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, except such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which, in the aggregate, would not have a Material Adverse Effect.

Section 4.03 Investment Purpose. ARC is acquiring the Transferred RM2 Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. ARC acknowledges that the Transferred RM2 Shares are not registered under the Securities Act or any state securities laws, and that the Transferred RM2 Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document.

Section 4.05 Sufficiency of Funds. ARC will at Closing have sufficient cash on hand to enable it to make payment the Second Step Equity Infusion and consummate the transactions contemplated by this Agreement.

Section 4.06 Legal Proceedings. There are no Actions pending or, to ARC's knowledge, threatened against or by ARC or any Affiliate of ARC that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 4.07 No Assets or Liabilities. At the Closing Date, as a result of the ARC Legacy Business Sale, the ARC Indebtedness Repayment and the ARC Stockholder Distribution, ARC shall have no business operations, no material assets other than cash, no employees, and no Indebtedness or other liabilities, contingent or otherwise (including any indemnity or other similar obligations resulting from the ARC Legacy Business Sale), other than valid Transaction Expenses of ARC reflected in ARC's Closing Transaction Expenses Certificate. At the Closing Date, ARC shall not be subject to any Action, and there shall be no outstanding Governmental Orders or unsatisfied judgments, penalties or awards against or affecting ARC or any of its properties or assets.

ARTICLE V COVENANTS

Section 5.01 Conduct of Business Prior to the Closing.

(a) From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by ARC (which consent shall not be unreasonably withheld, conditioned or delayed), RM2 shall (x) conduct the business of RM2 in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact the current organization, business and franchise of RM2 and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with RM2. Without limiting the foregoing, from the date hereof until the Closing Date, RM2 shall:

- (i) preserve and maintain all of its Permits;
- (ii) pay its debts, Taxes and other obligations when due;
- (iii) maintain the properties and assets owned, operated or used by RM2 in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- (iv) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;
- (v) defend and protect its properties and assets from infringement or usurpation;
- (vi) perform all of its obligations under all Contracts relating to or affecting its properties, assets or business;
- (vii) maintain its books and records in accordance with past practice;
- (viii) comply in all material respects with all applicable Laws; and
- (ix) not take or permit any action that would cause any of the changes, events or conditions described in Section 3.09 to occur.

(b) From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by RM2 (which consent shall not be unreasonably withheld, conditioned or delayed), and except in respect of any and all actions and matters undertaken in connection with the ARC Legacy Business Sale, ARC shall (x) conduct the business of ARC in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact the current organization, business and franchise of ARC and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having

business relationships with ARC. Without limiting the foregoing, from the date hereof until the Closing Date, ARC shall, except in connection with the ARC Legacy Business Sale:

- (i) preserve and maintain all of its Permits;
- (ii) pay its debts, Taxes and other obligations when due;
- (iii) maintain the properties and assets owned, operated or used by ARC in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- (iv) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;
- (v) defend and protect its properties and assets from infringement or usurpation;
- (vi) perform all of its obligations under all Contracts relating to or affecting its properties, assets or business;
- (vii) maintain its books and records in accordance with past practice;
- (viii) comply in all material respects with all applicable Laws; and
- (ix) not take or permit any action that would cause any of the changes, events or conditions described in Section 3.09 to occur.

Section 5.02 Access to Information.

- (a) From the date hereof until the Closing, RM2 shall:
 - (i) afford ARC and its Representatives full and free access to and the right to inspect all of the Real Property, properties, assets, premises, books and records, Contracts and other documents and data related to RM2;
 - (ii) furnish ARC and its Representatives with such financial, operating and other data and information related to RM2 as ARC or any of its Representatives may reasonably request; and
 - (iii) instruct RM2's Representatives to cooperate with ARC in its investigation of RM2. Any investigation pursuant to this Section 5.02 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of RM2.
- (b) No investigation by ARC or other information received by ARC shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by RM2 or the Sellers in this Agreement.
- (c) From the date hereof until the Closing, ARC shall:

(i) afford RM2 and its Representatives full and free access to and the right to inspect all of the Real Property, properties, assets, premises, books and records, Contracts and other documents and data related to ARC;

(ii) furnish RM2 and its Representatives with such financial, operating and other data and information related to ARC and the ARC Legacy Business Sale as RM2 or any of its Representatives may reasonably request; and

(iii) instruct the Representatives of ARC to cooperate with RM2 in its investigation of ARC. Any investigation pursuant to this Section 5.02 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of ARC.

(d) No investigation by RM2 or other information received by RM2 shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by ARC in this Agreement.

Section 5.03 No Solicitation of Other Bids.

(a) RM2 Negative Solicitation Covenants:

(i) RM2 shall not, and the Sellers shall not, and none of them shall authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. RM2 and the Sellers shall immediately cease and cause to be terminated, and shall cause their Affiliates and all of their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal.

(ii) In addition to the other obligations under this Section 5.03, RM2 and the Sellers shall promptly (and in any event within three Business Days after receipt thereof by the Sellers or their Representatives) advise ARC orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(iii) RM2 and the Sellers agree that the rights and remedies for noncompliance with this Section 5.03 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to ARC and that money damages would not provide an adequate remedy to ARC.

(b) ARC Negative Solicitation Covenants:

(i) Except as contemplated herein, ARC shall not authorize or permit any of its Affiliates or any of its Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. ARC shall immediately cease and cause to be terminated, and shall cause their Affiliates and all of their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal.

(ii) In addition to the other obligations under this Section 5.03, ARC shall promptly (and in any event within three Business Days after receipt thereof by ARC) advise RM2 orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(iii) ARC agrees that the rights and remedies for noncompliance with this Section 5.03 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to RM2 and that money damages would not provide an adequate remedy to RM2.

Section 5.04 Notice of Certain Events.

(a) From the date hereof until the Closing, RM2 and the Seller Representative shall promptly notify ARC in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by RM2 or the Sellers hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.02 to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) any Actions commenced or, to RM2's or the Sellers' Knowledge, threatened against, relating to or involving or otherwise affecting the Sellers or RM2 that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.18 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) From the date hereof until the Closing, ARC shall promptly notify RM2 and the Seller Representative in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by ARC hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.02 to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) any Actions commenced or, to ARC's Knowledge, threatened against, relating to or involving or otherwise affecting ARC that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.06 or that relates to the consummation of the transactions contemplated by this Agreement.

Section 5.05 Resignations. ARC shall deliver to RM2 written resignations and releases, effective as of the Closing Date, of the officers and directors of ARC requested by RM2 at least three Business Days prior to the Closing.

Section 5.06 Governmental Approvals and Consents.

(a) Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the Ancillary Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) RM2, the Sellers and ARC shall use reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 3.06 and Section 4.02 of the Disclosure Schedules.

(c) Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use all reasonable best efforts to:

(i) respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any Ancillary Document;

(ii) avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any Ancillary Document; and

(iii) in the event any Governmental Order adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any Ancillary Document has been issued, to have such Governmental Order vacated or lifted.

(d) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between RM2 and Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

Section 5.07 Closing Conditions. From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in ARTICLE VII hereof.

Section 5.08 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 5.09 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 5.10 R&W Insurance Policy.

(a) RM2 shall (i) obtain the R&W Insurance Policy covering all representations and warranties under this Agreement, which (A) will have a policy limit of at least \$5 million (B) include a provision that the insurance carrier waives all rights of subrogation against ARC, QRM2 Holdings and their respective Affiliates (other than fraud claims), and (C) otherwise includes terms and conditions reasonably acceptable to ARC, the Seller Representative and QRM2 Holdings; and (ii) certify to ARC and QRM2 Holdings that such policy has been bound as of the Closing Date.

(b) Prior to the Closing, RM2 shall pay or cause to be paid, all costs and expenses related to the R&W Insurance Policy, including the total premium, underwriting costs, brokerage commissions, and other fees and expenses of such policy. After the Closing, each respective beneficiary of the R&W Insurance Policy shall be solely responsible for any deductible in respect of any claims by such beneficiary which are made under the R&W Insurance Policy.

Section 5.11 ARC Legacy Business Sale; ARC Stockholder Distribution. The parties acknowledge and agree that ARC is in the process of selling the entirety of its operating businesses (the “**ARC Legacy Business Sale**”). ARC undertakes to use commercially reasonable efforts to effectuate the ARC Legacy Business Sale. The parties further acknowledge and agree that the proceeds of the ARC Legacy Business Sale will be applied to: (a) repay all Indebtedness of ARC (except Transaction Expenses) (the “**ARC Indebtedness Repayment**”); (b) fund the Second Step Capital Infusion; and (c), to the extent such proceeds from the ARC Legacy Business Sale exceed the amounts required for the ARC Indebtedness Repayment and the Second Step Capital Infusion, ARC shall make a distribution or dividend of such excess proceeds to ARC stockholders of record determined as of a specified date prior to the Closing Date (the “**ARC Stockholder Distribution**”). Any surviving obligations (indemnity or otherwise) arising in connection with the ARC Legacy Business Sale shall be reasonably acceptable to RM2.

Section 5.12 Exchange of RM2 Shares other RM2 Stockholders. To the extent reasonably practicable and permissible under Law, after the Closing Date, RM2 shall at such date as determined in its sole discretion, cause ARC to undertake such actions and procedures as necessary or advisable to facilitate the exchange of RM2 Shares for ARC Shares at the Exchange Ratio for the benefit of RM2 Stockholders who are not Sellers.

Section 5.13 Redomicile of ARC. Following the Closing Date, ARC shall promptly redomicile from Utah to Delaware.

ARTICLE VI TAX MATTERS

Section 6.01 Tax Covenants.

(a) All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Ancillary Documents (including any real property transfer Tax and any other similar Tax) shall be borne by ARC.

(b) ARC shall prepare, or cause to be prepared, all Tax Returns required to be filed by RM2 after the Closing Date with respect to the Pre-Closing Tax Period.

(i) Any such Tax Return shall be prepared in a manner consistent with RM2's past practice (unless otherwise required by Law) and without a change of any election or any accounting method and shall be submitted by ARC to the Seller Representative (together with schedules, statements and, to the extent requested by the Seller Representative, supporting documentation) at least 45 days prior to the due date (including extensions) of such Tax Return.

(ii) If the Seller Representative objects to any item on any such Tax Return, it shall, within fifteen days after delivery of such Tax Return, notify ARC in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection.

(iii) If a notice of objection shall be duly delivered, ARC and the Seller Representative shall negotiate in good faith and use their reasonable best efforts to resolve such items.

(iv) If ARC and Seller Representative are unable to reach such agreement within fifteen days after receipt by the Seller Representative of such notice, the disputed items shall be resolved by the Independent Accountant and any determination by the Independent Accountant shall be final.

(v) The Independent Accountant shall resolve any disputed items within thirty days of having the item referred to it pursuant to such procedures as it may require.

(vi) If the Independent Accountant is unable to resolve any disputed items before the due date for such Tax Return, the Tax Return shall be filed as prepared by ARC and then amended to reflect the Independent Accountant's resolution.

(vii) The costs, fees and expenses of the Independent Accountant shall be borne solely by ARC.

(c) Without the prior written consent of the Seller Representative, ARC shall not make, change or rescind any Tax election, amend any Tax Return or take any position

on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of RMC in respect of any Pre-Closing Tax Period. Without the prior written consent of the Seller Representative, neither ARC nor any of its Affiliates or Representatives, shall (i) file or permit the filing of any amendment to a Tax Return with respect to a taxable year with respect to any Pre-Closing Tax Period or (ii) make any election with respect to Taxes with effect retroactive to any Pre-Closing Tax Period.

(d) The parties agree that none of the Sellers shall have any liability for any Tax resulting from any filing, election, action, amendment, admission or settlement made by ARC or any of its Affiliates (including RM2 after the Closing), during the Post-Closing Tax Period relative to the Pre-Closing Tax Period.

(e) Any Tax refunds that are received by ARC or RM2, and any amounts credited against Tax to which ARC or RM2 become entitled, that relate to Tax periods of RM2 or portions thereof ending on or before the Closing Date shall be for the account of the Sellers, ARC shall pay over to Sellers any such refund or the amount of any such credit (net of any Taxes of ARC or its Affiliates attributable to such refund or credit) within ten Business Days after receipt or entitlement thereto.

Section 6.02 Tax Indemnification. Without limiting any other provision herein, each Seller shall, on a several (and not joint and several) basis, based on their Pro Rata Share and hold it harmless from and against: (a) all Taxes of RM2 for all Pre-Closing Tax Periods; and (b) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which RM2 (or any predecessor of RM2) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6 or any comparable provisions of foreign, state or local Law (together with any out-of-pocket fees and expenses (including reasonable attorneys' and accountants' fees) incurred in connection therewith, "**Pre-Closing Taxes**"). Each Seller shall reimburse ARC for such Seller's pro rata share of such Pre-Closing Taxes pursuant to this Section 6.02 within thirty (30) days after payment of such Taxes. Notwithstanding any of the foregoing, none of the Sellers shall have any liability pursuant to this Section 6.02 in respect of any action taken on the Closing Date after the Closing, to the extent such action is outside the ordinary course of business and is not explicitly contemplated by this Agreement.

Section 6.03 Straddle Period. In the case of Taxes that are payable with respect to a taxable period that begins before and ends after the Closing Date (each such period, a "**Straddle Period**"), the portion of any such Taxes that are treated as Pre-Closing Taxes for purposes of this Agreement shall be:

(a) in the case of Taxes (i) based upon, or related to, income, receipts, profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, deemed equal to the amount which would be payable if the taxable year ended with the Closing Date; and

(b) in the case of other Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the

period ending on the Closing Date and the denominator of which is the number of days in the entire period.

Section 6.04 Contests. ARC agrees to give written notice to the Seller Representative of the receipt of any written notice from any Person which involves the assertion of any claim, or the commencement of any Action, in respect of which an indemnity may be sought by ARC pursuant to Section 6.02 (a “**Tax Claim**”); *provided, that* failure to comply with this provision shall not affect ARC right to indemnification hereunder except to the extent the party to be notified is actually and materially prejudiced thereby. The Seller Representative shall control the contest or resolution of any Tax Claim in respect of tax liability for Pre-Closing Tax Periods. ARC shall control the contest or resolution of any other Tax Claim; *provided, however,* that ARC shall obtain the prior written consent of the Seller Representative (which consent shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of a claim or ceasing to defend such claim; and, *provided further,* that the Seller Representative shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by the Seller Representative.

Section 6.05 Cooperation and Exchange of Information. ARC, the Sellers and the Seller Representative shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this ARTICLE VI or in connection with any audit or other proceeding in respect of Taxes within the scope of this Agreement. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each of ARC, the Sellers and the Seller Representative shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters for any taxable period beginning before the Closing Date, ARC, the Sellers and the Seller Representative (as the case may be) shall provide the other party with reasonable written notice and offer the other party the opportunity to take custody of such materials.

Section 6.06 Tax Treatment of Indemnification Payments. Any indemnification payments pursuant to this ARTICLE VI shall be treated as an adjustment to the consideration received hereunder by the parties for Tax purposes, unless otherwise required by Law.

Section 6.07 FIRPTA Statement. On the Closing Date, RM2 shall deliver to ARC a certificate, dated as of the Closing Date, certifying to the effect that no interest in RM2 is a U.S. real property interest (such certificate in the form required by Treasury Regulation Section 1.897-2(h) and 1.1445-3(c)) (the “**FIRPTA Statement**”).

Section 6.08 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 3.23 and this ARTICLE VI shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus 60 days.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) RM2 shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 3.06 and ARC shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.02, in each case, in form and substance reasonably satisfactory to ARC and RM2, and no such consent, authorization, order and approval shall have been revoked.

(c) RM2 shall have obtained and bound the R&W Insurance Policy on the terms and conditions reasonably satisfactory to RM2, ARC and the Seller Representative.

(d) ARC shall have closed the ARC Legacy Business Sale.

(e) No Action shall have been commenced against ARC, RM2 or the Sellers which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

Section 7.02 Conditions to Obligations of ARC. The obligations of ARC to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or ARC's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of RM2 and the Sellers contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct (i) in all respects in the case of any representation or warranty not qualified by materiality or Material Adverse Effect, or (ii) in all material respects in the case of any representation or warranty as so qualified by materiality or Material Adverse Effect on and as of the date hereof and on and as of the Closing Date, with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) ARC shall have closed the ARC Legacy Business Sale.

(c) ARC shall have completed the ARC Stockholder Distribution.

(d) An independent committee of ARC's board of directors shall have received a valuation of RM2 and fairness opinion, from a valuator of its own selection as determined at its sole determination, with regard to the transactions contemplated hereby, and recommended that ARC's board of directors approve such transaction.

(e) RM2 and the Sellers shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date; *provided, that*, with respect to agreements, covenants and conditions that are qualified by materiality, RM2 and the Sellers shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(f) All approvals, consents and waivers that are mutually agreed upon by ARC and RM2 shall have been received by the parties.

(g) From the date of this Agreement, there shall not have occurred any Material Adverse Effect with respect to RM2, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(h) The Ancillary Documents shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to ARC.

(i) The Tyson Case Ready Contract shall have been amended to (i) extend the term for five years, (ii) provide for a minimum of 1,500,000 pallet trips annually (at pricing equal to that of the existing Tyson Case Ready in years one to three and with no more than a 3% discount after year 3 compared to the existing Tyson Case Ready Contract) and (iii) revise the termination clause to eliminate cancellation for convenience.

(j) ARC's legal counsel shall have completed confirmatory legal due diligence of RM2 to the reasonable satisfaction of ARC.

(k) At least three Business Days before Closing, RM2 and the Seller Representative shall have delivered to ARC the Closing Indebtedness Certificate of RM2 and the Closing Transaction Expenses Certificate of ARC.

(l) RM2 shall have delivered to ARC a good standing certificate (or its equivalent) for RM2 from the secretary of state or similar Governmental Authority of the jurisdiction under the Laws in which RM2 is organized.

(m) The Seller Representative shall have delivered to ARC a certificate that no withholding in connection with the Closing is required under the Code.

(n) ARC shall have received all items required to be delivered to it under Section 2.04.

(o) ARC shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of RM2 and by the Seller Representative, that each of the conditions set forth in Article VII as applied to RM2 and the Sellers have been satisfied.

(p) ARC shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the RM2 certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of RM2 authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(q) ARC shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of RM2 certifying the names and signatures of the officers of RM2 authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(r) RM2 and the Seller Representative shall have delivered to ARC such other documents or instruments as ARC reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.03 Conditions to Obligations of RM2 and the Sellers. The obligations of RM2 and the Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or RM2's or the Seller Representative's waiver, as the case may be, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of ARC contained in Section 4.01 and Section 4.04, the representations and warranties of ARC contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of ARC contained in Section 4.01 and Section 4.04 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) The First Step Equity Infusion shall have been completed.

(c) ARC shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date; *provided, that*, with respect to agreements, covenants and conditions that are

qualified by materiality, ARC shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(d) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(e) All approvals, consents and waivers that are listed on Section 4.02 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to RM2 and the Seller Representative at or prior to the Closing.

(f) RM2 and the Seller Representative shall have received all items required to be delivered to them under Section 2.04.

(g) RM2 and the Seller Representative shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of ARC, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied.

(h) RM2's legal counsel shall have completed confirmatory legal due diligence of ARC to their reasonable satisfaction.

(i) RM2 and the Seller Representative shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of ARC certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of ARC authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(j) At least three Business Days before Closing, ARC shall have delivered to RM2 the Closing Indebtedness Certificate of ARC and the Closing Transaction Expenses Certificate of ARC.

(k) RM2 and the Seller Representative shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of ARC certifying the names and signatures of the officers of ARC authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(l) ARC shall have delivered to RM2 and the Seller Representative such other documents or instruments as RM2 and the Sellers reasonably request and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(m) ARC shall have delivered to RM2 a good standing certificate (or its equivalent) for ARC from the secretary of state of the jurisdiction under the Laws in which ARC is organized.

(n) RM2 and the Seller Representative shall have received resignations and releases of the directors and officers of ARC pursuant to Section 5.05.

ARTICLE VIII INDEMNIFICATION

Section 8.01 No Survival. The representations and warranties contained in this Agreement or any other document, certificate or instrument delivered by RM2, Arc or the Sellers pursuant to this Agreement shall terminate at, and not survive, the Closing, and thereafter there will be no liability on the part of, nor will any claim be made by, any party hereto or any of their respective Affiliates in respect thereof; provided, that (i) nothing in this Section 8.01 shall preclude any claim, or limit the liability of any party hereto to any other party hereto, for fraud and (ii) any covenant or agreement contained in this Agreement that by its terms is required to be performed in whole or in part after the Closing will survive the Closing to the extent so required to be performed after the Closing. It is the express intent of the parties hereto that if the survival period of the representation and warranties is shorter than the statute of limitations that would otherwise apply, then, by contract, the applicable statute of limitations shall be reduced to the survival period contemplated hereby. The parties hereto further acknowledge that the time periods set forth in this Section 8.01 for the assertion of claims under this Agreement are the result of arms'-length negotiation among the parties and that they intend for the time periods to be enforced as agreed by the parties.

Section 8.02 Liability.

(a) None of ARC, RM2 or any Seller shall have any liability under this Agreement with respect to claims for any inaccuracy or breach of the representations and warranties set forth in this Agreement or any other document, certificate or instrument delivered by the ARC, RM2 or any Seller pursuant to this Agreement, other than as set forth in any agreement entered into by such Person or in respect of fraud. No Seller's liability hereunder shall exceed, in the aggregate, the ARC Shares actually received by such Seller. In no event shall any Seller have any liability for the breach of this Agreement by any other Seller or an act of fraud committed by any other Seller. The amount recoverable hereunder shall be reduced by the amount of insurance or indemnification proceeds or other amounts actually recovered from other sources by ARX or its Affiliates (following its commercially reasonable efforts), net of any reasonable expenses related to the recovery of such payment.

(b) All recourse for any Losses under this Agreement (other than pursuant to Section 6.02) shall be limited to such coverage as provided under the R&W Insurance Policy, and no Persons or parties shall have any personal liability with respect to any such Losses. For avoidance of doubt, the parties understand that the R&W Insurance Policy may exclude coverage for certain matters or certain Losses and will contain various other limitations on the scope and extent of its coverage (collectively, "**Coverage Exclusions and Limitations**"), and it is the parties' intent that the risk of such Coverage Exclusions and Limitations shall be borne by the respective Party.

ARTICLE IX TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) By the mutual written consent of the Seller Representative and ARC;
- (b) By ARC by written notice to the Seller Representative if:
 - (i) ARC is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Sellers pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure has not been cured by the Sellers within ten days of the Sellers's receipt of written notice of such breach from ARC; or
 - (ii) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by Drop Dead Date, unless such failure shall be due to the failure of ARC to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;
- (c) By the Seller Representative by written notice to ARC if:
 - (i) The First Step Equity Infusion shall not have been completed.
 - (ii) RM2 and the Sellers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by ARC pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure has not been cured by ARC within ten days of ARC's receipt of written notice of such breach from the Sellers; or
 - (iii) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by Drop Dead Date, unless such failure shall be due to the failure of RM2 or the Seller Representative to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or
- (d) By ARC or the Seller Representative in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) as set forth in this ARTICLE IX and ARTICLE X hereof; and
- (b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

ARTICLE X MISCELLANEOUS

Section 10.01 Seller Representative.

(a) By executing and delivering the Agreement, each Seller shall have irrevocably authorized and appointed the Seller Representative as such Person's representative and attorney-in-fact to act on behalf of such Person with respect to this Agreement and the Escrow Agreement and to take any and all actions and make any decisions required or permitted to be taken by the Seller Representative pursuant to this Agreement or the Escrow Agreement, including the exercise of the power to:

- (i) authorize and direct the Exchange Agent to release the Transferred RM2 Shares in exchange for the ARC Shares at Closing;
- (ii) give and receive notices and communications;
- (iii) agree to, negotiate, enter into settlements and compromises of, and comply with orders or otherwise handle any other matters contemplated herein;
- (iv) agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to claims for indemnification made by ARC pursuant to ARTICLE VI and ARTICLE VIII;
- (v) litigate, arbitrate, resolve, settle or compromise any claim for indemnification pursuant to ARTICLE VI and ARTICLE VIII;
- (vi) execute and deliver all documents necessary or desirable to carry out the intent of this Agreement and any Ancillary Document (including the Escrow Agreement);
- (vii) make all elections or decisions contemplated by this Agreement and any Ancillary Document (including the Escrow Agreement);
- (viii) engage, employ or appoint any agents or representatives (including attorneys, accountants and consultants) to assist the Seller Representative in complying with its duties and obligations; and

(ix) take all actions necessary or appropriate in the good faith judgment of the Seller Representative for the accomplishment of the foregoing.

(b) ARC shall be entitled to deal exclusively with the Seller Representative on all matters relating to this Agreement (including ARTICLE VIII) and shall be entitled to rely conclusively (without further evidence of any kind whatsoever) on any document executed or purported to be executed on behalf of any Seller by the Seller Representative, and on any other action taken or purported to be taken on behalf of any Seller by the Seller Representative, as being fully binding upon such Person. Notices or communications to or from the Seller Representative shall constitute notice to or from each of the Sellers. Any decision or action by the Seller Representative hereunder, including any agreement between the Seller Representative and ARC relating to the defense, payment or settlement of any claims for indemnification hereunder, shall constitute a decision or action of all Sellers and shall be final, binding and conclusive upon each such Person. No Seller shall have the right to object to, dissent from, protest or otherwise contest the same. The provisions of this Section, including the power of attorney granted hereby, are independent and severable, are irrevocable and coupled with an interest and shall not be terminated by any act of any one or Sellers, or by operation of Law.

(c) The Seller Representative may resign at any time, and may be removed for any reason or no reason by the vote or written consent of a majority in interest of the Sellers according to each Seller's Pro Rata Share (the "**Majority Holders**"); *provided*, however, in no event shall the Seller Representative resign or be removed without the Majority Holders having first appointed a new the Seller Representative who shall assume such duties immediately upon the resignation or removal of the Seller Representative. In the event of the death, incapacity, resignation or removal of the Seller Representative, a new Seller Representative shall be appointed by the vote or written consent of the Majority Holders. Notice of such vote or a copy of the written consent appointing such new Seller Representative shall be sent to ARC, such appointment to be effective upon the later of the date indicated in such consent or the date such notice is received by ARC; *provided*, that until such notice is received, ARC and RM2 shall be entitled to rely on the decisions and actions of the prior Seller Representative as described in Section 10.01(a) above.

(d) The Seller Representative shall not be liable to the Sellers for actions taken pursuant to this Agreement or the Escrow Agreement, except to the extent such actions shall have been determined by a court of competent jurisdiction to have constituted gross negligence or involved fraud, intentional misconduct or bad faith (it being understood that any act done or omitted pursuant to the advice of counsel, accountants and other professionals and experts retained by the Seller Representative shall be conclusive evidence of good faith). The Sellers shall severally and not jointly (in accordance with their Pro Rata Shares), indemnify and hold harmless the Seller Representative from and against, compensate it for, reimburse it for and pay any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with its activities as the Seller Representative under this Agreement and the Escrow Agreement (the "**Seller Representative Losses**"), in each case as such Seller Representative Loss is suffered or incurred; *provided*, that in the event it is finally adjudicated that a Seller Representative Loss or any portion thereof was primarily caused

by the gross negligence, fraud, intentional misconduct or bad faith of the Seller Representative, the Seller Representative shall reimburse the Sellers the amount of such indemnified Seller Representative Loss attributable to such gross negligence, fraud, intentional misconduct or bad faith. The Seller Representative Losses shall be satisfied from the Sellers, severally and not jointly (in accordance with their Pro Rata Shares).

Section 10.02 Expenses. Except as otherwise expressly provided herein (including, without limitation, repayment of Bridge Loan, payment of the fees specified in Section 3.28 and satisfaction of any and all Transaction Expenses of ARC, to be deducted and paid from proceeds of the Second Step Equity Infusion at Closing), all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 10.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.03):

If to the Sellers or the Seller Representative:

To each of them at their respective addresses in Schedule 1

If to ARC:

ARC Group Worldwide, Inc.
810 Flightline Blvd.
Deland, FL 32724
Attention: Cheryl Reynolds, CFO

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

Wuersch & Gering LLP
100 Wall Street, 10th Floor
New York, NY 10005
Attention: Travis Gering
Email: travis.gering@wg-law.com

If to RM2:

5, rue de la Chapelle
L-1325 Luxembourg
Attn: General Counsel

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

Duro & Partners
10-12, rue Nicolas ADAMES
L – 1114 LUXEMBOURG
Attn: Charles Duro
Email: duro@duro-partners.com

Section 10.04 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.05 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.06 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, 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 transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 10.07 Entire Agreement. This Agreement and the Ancillary Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary

Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.08 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.09 No Third-party Beneficiaries. Except for QRM2 Holdings and as provided in Section 6.02 and ARTICLE VIII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.10 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Notwithstanding the foregoing, after the closing of the First Step Equity Infusion, QRM2 Holdings will be admitted to this Agreement as a “Seller” pursuant to a form of joinder agreement reasonably acceptable to ARC and the Seller Representative.

Section 10.11 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEW YORK IN EACH CASE LOCATED IN THE CITY OF NEW YORK AND COUNTY OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY’S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY

OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

Section 10.12 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including, without limitation, via *DocuSign*) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement and shall be construed as an original for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ARC GROUP WORLDWIDE, INC.

DocuSigned by:
Jed Rust
By: B6CB7400BA39414...
Name: Jedidiah Rust
Title Chief Executive Officer

RM2 INTERNATIONAL S.A.

DocuSigned by:
Kevin Mazula
By: 0401A20C13E74DF...
Name: Kevin Mazula
Title: chief Executive Officer

THE ACCOMMODATION TRUST

By: _____
Name:
Title:

RICHARD CASHIN

DocuSigned by:
Dick Cashin
By: 2F0526F85048497...
Name: Richard Cashin
Title:

PMB INVEST MASTER I S.À.R.L.

DocuSigned by:
Carlo Schneider
By: 30704C6AEE45464...
Name: Carlo Schneider
Title: Manager

and

DocuSigned by:
Costas Constantinides
By: B1A4EBACBBAC414...
Name: Costas Constantinides
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

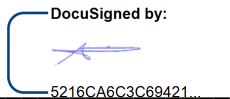

ARC GROUP WORLDWIDE, INC.

By: _____
Name:
Title

RM2 INTERNATIONAL S.A.

By: _____
Name:
Title:

THE ACCOMMODATION TRUST

By:  
Name: Frederica Evans & Damian Resnik
Title: ocorian Services (Bermuda) Limited
as Trustee of the Accommodation Trust

RICHARD CASHIN

By: _____
Name:
Title:


PMB INVEST MASTER I S.À.R.L.

By: _____
Name:
Title:

and

By: _____
Name:
Title:

POLYGON GLOBAL PARTNERS, LLP

By:  _____

Name: Reade Griffith

Title: Principal

SCHEDULE 1**Schedule of Sellers**

Seller	Seller Address
The Accommodation Trust	Victoria Place 5th Floor 31 Victoria Street PO Box HM 1624 Hamilton HM GX Bermuda
Richard Cashin	10 Gracie Square New York NY10028
PMB Invest Master I S.à.r.l. <i>A private limited liability company registered with the Luxembourg trade and companies register (R.C.S. Luxembourg) under number B239082</i>	8, rue Lou Hemmer, L-1748 Senningerberg, Grand Duchy of Luxembourg
Polygon Global Partners, LLP	4 Sloane Terrace London SW1X 9DQ United Kingdom