

AMENDED AND RESTATED SERVICES AGREEMENT

between

A&W TRADE MARKS INC.

and

A&W FOOD SERVICES OF CANADA INC.

October 26, 2022

AMENDED AND RESTATED SERVICES AGREEMENT

This Amended and Restated Services Agreement is made the 26th day of October, 2022 between **A&W Trade Marks Inc.**, a British Columbia corporation (“**TMI**”) and **A&W Food Services of Canada Inc.**, a Canadian corporation (“**Food Services**”).

WHEREAS Food Services has been providing TMI with administrative and advisory services to support TMI’s fulfillment of its obligations pursuant to the Administration Agreement dated February 15, 2002 between TMI and A&W Revenue Royalties Income Fund.

AND WHEREAS TMI has agreed to pay for such services on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants herein contained and other good and valuable consideration receipt of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definition

In this Agreement, unless the context otherwise requires, the following terms shall have the following respective meanings:

- (a) “**affiliate**” shall have the meaning ascribed to that term in the *Securities Act* (British Columbia) as at the date hereof;
- (b) “**associate**” shall have the meaning ascribed to that term in the *Securities Act* (British Columbia) as at the date hereof;
- (c) “**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the city of Vancouver, British Columbia, for the transaction of banking business;
- (d) “**Declaration of Trust**” means the amended and restated declaration of trust dated May 1, 2018 by which the Fund is governed;
- (e) “**Fund**” means A&W Revenue Royalties Income Fund, a trust governed by the Declaration of Trust;
- (f) “**Unitholders**” means the holders of Units or Limited Voting Units in the Fund; and
- (g) “**Units**” means trust units (including Limited Voting Units, as defined in the Declaration of Trust) of the Fund.

1.2 Interpretation

In this Agreement, except as otherwise expressly provided:

- (a) “this Agreement” means this agreement, as amended and in effect from time to time;

- (b) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include any other gender, the word “or” is not exclusive and the word “including” is not limiting whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto; and
- (c) all dollar amounts are stated and are to be paid in lawful currency of Canada.

1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the courts of such province shall have non-exclusive jurisdiction over any dispute hereunder, to which jurisdiction the parties attain.

ARTICLE 2 THE SERVICES

2.1 Administrative Services

Food Services will continue to provide such administrative and support services in the nature of those listed in Schedule A, as requested by TMI and agreed from time to time (the “**Administrative Services**”).

2.2 Fee for Services

TMI shall pay to Food Services an annual fee (the “**Annual Fee**”), on a quarterly basis, for the Administrative Services rendered by Food Services under this Agreement in an amount approved by TMI each year based on a time and effort computation in the format attached hereto as Schedule B. TMI has agreed to pay \$40,000 to Food Services for Administrative Services performed by Food Services during the fiscal 2021 year.

2.3 Annual Review

In advance of the end of each fiscal year of TMI, Food Services and TMI will conduct an annual review (the “**Annual Review**”) of the proposed Administrative Services to be provided by Food Services in the forthcoming current fiscal year. The Annual Review will include consideration of, and final approval by, TMI of the Annual Fee to be paid to Food Services for the services that were provided in the current fiscal year. At the time of the Annual Review, Food Services and TMI will agree on the Administrative Services that Food Services will provide in the forthcoming fiscal year and budget the Annual Fee payable for such services using the time and effort computation described in Schedule B.

ARTICLE 3 CONDUCT OF FOOD SERVICES

3.1 Standard of Care

In exercising its powers and discharging its duties under this Agreement, Food Services shall exercise the degree of care, diligence and skill that a reasonably prudent management service provider would exercise in comparable circumstances.

3.2 Confidentiality

Food Services shall not, without the prior written consent of TMI, disclose to any third party any information about TMI or the Fund acquired or developed pursuant to the performance of services under this Agreement except that consent shall not be required for the following disclosure:

- (a) information disclosed as required by law or the regulations, rules or policies of any stock exchange on which any Units are listed or as may be required by the regulations or policies of any securities commission or other securities regulatory agency, governmental agency or other authority of competent jurisdiction and the requirements of any court; or
- (b) information disclosed as necessary for the purposes of any debt or equity financing undertaken by the Fund or TMI; or
- (c) information disclosed that Food Services acting reasonably deems to be necessary to be disclosed on a confidential basis for the proper performance of its duties and obligations under this Agreement, including without limitation, disclosure of information to consultants and other third parties engaged by or assisting Food Services in accordance with the terms of this Agreement in order to carry out the purposes of this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

3.3 Whistle Blowing

Food Services acknowledges that the Fund has Whistle Blowing procedures in place to manage the receipt, retention and treatment of complaints received by the Fund regarding questionable accounting, internal accounting controls or auditing matters, and the confidential, anonymous submission by individuals of concerns regarding questionable accounting or auditing matters.

Food Services agrees that it will:

- (a) advise employees of Food Services, by a written or electronic annual notice or formal written policy accessible to all Food Services employees, that any employee who reasonably believes that questionable accounting, internal accounting controls, or auditing matters have been employed in respect of the Fund is strongly encouraged to report such concerns directly to the Chair of the Audit Committee of the Fund;

- (b) create and advise Food Services employees of an email address that may be used to contact the Chair of the Audit Committee anonymously and confidentially; and
- (c) not take or allow any reprisal to be taken against any employee for, in good faith, reporting questionable accounting, internal accounting controls, or auditing matters.

ARTICLE 4 TERM AND TERMINATION

4.1 Term

This Agreement shall continue in force for the duration of the Administration Agreement. (the “**Term**”), subject to either party having the right to terminate this Agreement by giving five years advance written notice to the other party. In the event that Food Services terminates this Agreement prior to the end of the Term, Food Services agrees to provide such transition services reasonably required by TMI to ensure the orderly transition of the Administrative Services to a new service provider.

4.2 Effect of Termination

Upon the effective date of termination of this Agreement, Food Services shall:

- (a) forthwith pay to TMI, all monies collected and held for TMI pursuant to this Agreement;
- (b) so soon thereafter as is reasonably practicable, deliver to TMI a complete auditor’s report including a statement showing all payments collected by it and a statement of all monies held by it during the period following the date of the last fiscal year end of TMI; and
- (c) forthwith, to the extent that it is able, subject to any applicable legal and contractual restrictions, deliver to and, where applicable, transfer into the custody of TMI all property and documents of TMI then in the custody of Food Services.

4.3 Payment

Upon a written notice to terminate this Agreement being given pursuant to this Article 4, TMI shall either pay to Food Services, before or at the time of the termination of this Agreement, all costs and expenses incurred or required to be incurred by Food Services in terminating contracts Food Services has entered into with the approval of TMI in the performance by Food Services of its duties under this Agreement (less any amount owing by Food Services to TMI) or, at the election of TMI, assume the obligations of Food Services under such contracts or any of them.

4.4 Continuing Obligations

Notwithstanding termination of this Agreement, the parties hereto shall not be relieved from any obligations or liabilities arising prior to such termination.

ARTICLE 5 GENERAL

5.1 Access to Records

TMI and Food Services shall provide to the other full and free access to all records, documents and materials in its possession or control and relating to the Administrative Services. Food Services shall retain or cause to be retained all books and records related to it and its obligations hereunder for a period of two years following termination of this Agreement, or such longer periods as required in accordance with income tax or other statutory requirements, during which period TMI shall continue to have the access thereto described above.

5.2 Amendments

This Agreement shall not be amended or varied in its terms by oral agreement or by representations or otherwise except by instrument in writing executed by the duly authorized representatives of the parties hereto or their respective successors or assigns.

5.3 Assignment

This Agreement shall not be assigned by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld or refused, save and except that Food Services may assign this Agreement to an affiliate or associate of Food Services without the consent of TMI if such affiliate or associate will agree, in writing, with TMI to be bound by all of the provisions of this Agreement and to remain an affiliate or associate of Food Services during the term of this Agreement.

5.4 Severability

The provisions of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the provisions of this Agreement under applicable law, such unenforceability or invalidity shall not render any of the other terms, covenants, conditions or provisions hereof unenforceable or invalid.

5.5 Notice

All notices required or permitted herein under this Agreement shall be in writing and may be given by delivering such notice or mailing such notice by personal delivery or by e-mail transmission to the addresses set forth below. Any such notice or other communication shall, if personally delivered, be deemed to have been given or made and received on the third Business Day following the day on which it was sent, and if e-mailed shall be deemed to have been given or made and received on the day on which receipt was acknowledged by the recipient. The parties hereto may give from time to time written notice of change of address in the manner aforesaid.

A&W TRADE MARKS INC.

Chair of the Board
#300 – 171 West Esplanade
North Vancouver, British
Columbia V7M 3K9

E-mail: john.mclernon@colliers.com

A&W FOOD SERVICES OF CANADA INC.

Chief Financial Officer
#300 – 171 West Esplanade
North Vancouver, British
Columbia V7M 3K9
E-mail: kblankstein@aw.ca

5.6 Force Majeure

Delays in or failure of performance by a party hereto of a term or provision of this Agreement shall not constitute a default hereunder, and the obligations of a party shall be suspended during such time and to such extent that the performance of its obligations is prevented or delayed, in whole or in part, by force majeure, whenever, wherever and in respect of whomsoever such force majeure occurs.

For the purposes of this Agreement events of force majeure include strikes, lock-outs, industrial disturbance, storm, fire, flood, landslide, snowslide, earthquake, explosion, lightning, tempest, action of elements, interruption or delay in transportation including, without limitation, highway or railway closures, cessation or interruption of power supplies, acts of God, pandemic, laws, rules and regulations of any government or any governmental or regulatory authority, unavoidable accidents, inability to obtain or delay in obtaining necessary permits or approvals from government or any governmental or regulatory authority, inability to obtain or delay in obtaining necessary materials, facilities and equipment in the open market, or any other cause whether similar or dissimilar to those specifically enumerated, to the extent that such cause and the effects thereof are beyond the reasonable control of the party, provided that a party's own lack of funds shall not be considered an event beyond a party's reasonable control.

5.7 Further Assurances

Each party hereto agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to carry out the purposes of this Agreement and the transactions contemplated hereby.

5.8 Time of Essence

Time is of the essence in respect of this Agreement.

5.9 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior agreements, in respect of the subject matter hereof.

5.10 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.11 Counterparts

This Agreement may be executed and delivered electronically and in counterparts, each of which when executed by any of the parties shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

A&W TRADE MARKS INC.

By: "John McLernon"
John McLernon
Chairman

A&W FOOD SERVICES OF CANADA INC.

By: "Kelly Blankstein"
Kelly Blankstein
Chief Financial Officer

SCHEDULE A

Administrative Services

- Bookkeeping, tax provisioning and tax filing;
- Accounts payable, treasury and banking;
- Financial and operational oversight;
- Insurance sourcing and risk management activities;
- Preparation of quarterly and annual financial statements, MD&A, press releases and investor presentations;
- Investor relations;
- Liaison with the Toronto Stock Exchange and Computershare;
- Calculation and execution of distributions to unitholders;
- Providing an internal resource for day-to-day legal advice;
- Compilation of information for external auditors and tax advisors;
- Management of year-end audit and quarterly review engagements;
- Preparation of the Annual Information Form, Management Information Circular and other regulatory filings;
- Assist with the planning and execution of the Annual General Meeting and mail out of the required proxy and information circular documents;
- Preparation of materials for the quarterly Board meetings and sub-committees;
- Advise the Fund's insiders on insider reporting requirements and provide them with assistance with filing their reports;
- Completion of annual testing and reporting related to Internal Controls over Financial Reporting;
- Monitoring changes in securities laws and advising Fund officers on compliance;
- Maintenance of, and compliance with, the Fund's policies and procedures;
- Preparation of resolutions and certain legal documents;
- Calculation of inputs for the annual Royalty Pool Amendment;
- Work related to securities and other transactions;
- Recruitment and onboarding of new trustees; and
- Other administrative matters as required including the providing of office space, equipment and personnel.

SCHEDULE B

Time and Effort Computation

The amount of the Annual Fee will be calculated based on the estimated cost of the time dedicated by Food Services employees in providing the Administrative Services. This will be calculated as the aggregate of the estimated portion of working hours of each Food Services employee providing Administrative Services in the applicable year multiplied by the total wage and benefit cost of each such employee.

Sample calculation:

Employee providing Administrative Services	Portion of working hours dedicated to providing Administrative Services during the year	Employee wage and benefit cost to Food Services	Cost to charge per employee
Accountant	30%	\$100,000	\$30,000
Administrative Assistant	25%	\$50,000	\$12,500
		Total Annual Fee:	\$42,500