

EXPENSE REIMBURSEMENT AGREEMENT

among

**TOTAL PRODUCE PLC,
TOTAL PRODUCE USA HOLDINGS INC.,
PEARMILL LIMITED (TO BE RENAMED DOLE PLC),
TP-DOLE MERGER SUB, LLC,
DFC HOLDINGS, LLC**

and

THE C&C PARTIES HERETO

Dated as of February 16, 2021

THIS AGREEMENT IS MADE ON FEBRUARY 16, 2021

AMONG:

TOTAL PRODUCE PLC

a company incorporated in Ireland
with registered number 427687
having its registered office
at 29 North Anne Street, Dublin 7, D07 PH36, Ireland
(hereinafter called “**Total Produce**”),

TOTAL PRODUCE USA HOLDINGS INC.

a corporation incorporated in the State of Delaware
(hereinafter called “**TP USA**”),

PEARMILL LIMITED (TO BE RENAMED DOLE PLC)

a company incorporated in Ireland
with registered number 606201
having its registered office
at 29 North Anne Street, Dublin 7, D07 PH36, Ireland
(hereinafter called “**New Dole**”),

TP-DOLE MERGER SUB, LLC

a limited liability company formed in the State of Delaware
(hereinafter called “**Merger Sub**” and, collectively with Total Produce, TP USA
and New Dole, the “**Total Produce Parties**”),

DFC HOLDINGS, LLC

a limited liability company formed in the State of Delaware
(hereinafter called “**DFC Holdings**”),

THE MURDOCK GROUP, LLC

a limited liability company formed in the State of California
(hereinafter called “**TMG**”),

CASTLE & COOKE HOLDINGS, INC.

a corporation incorporated in the State of Delaware
(hereinafter called “**C&C Holdings**”),

AND

DOLICIOUS CORPORATION

a corporation incorporated in the State of Nevada
(hereinafter called “**Dolicious**” and, collectively with TMG and C&C Holdings,
the “**C&C Parties**”).

RECITALS:

1. The C&C Parties, Dole Food Company, Inc., a North Carolina corporation (“**Dole OpCo**”), and Total Produce entered into a term sheet on October 22, 2020 (the “**Term Sheet**”).
2. The Parties have entered into the Transaction Agreement (as defined below) pursuant to which they have agreed to undertake the Transaction (as defined below).
3. This Agreement (this “**Agreement**”) sets out the terms on which New Dole has agreed to reimburse certain expenses incurred and to be incurred by the Parties (other than New Dole) and Dole OpCo in the event the Transaction is successfully completed.
4. In the event the Transaction is not completed, this Agreement also sets out the terms on which DFC Holdings shall cause Dole OpCo to reimburse certain expenses incurred and to be incurred by the Parties.

NOW IT IS HEREBY AGREED as follows:

1. Definitions

- 1.1 In this Agreement (including in the Recitals), the following expressions shall have the following meaning:

“**Agreement**” shall have the meaning given to that term in the Recitals;

“**C&C Holdings**” shall have the meaning given to that term in the Preamble;

“**C&C Parties**” shall have the meaning given to that term in the Preamble;

“**Completion Reimbursement Payments**” shall have the meaning given to that term in Clause 2.1;

“**DFC Holdings**” shall have the meaning given to that term in the Preamble;

“**Dole OpCo**” shall have the meaning given to that term in the Recitals;

“**Dolicious**” shall have the meaning given to that term in the Preamble;

“**Merger Sub**” shall have the meaning given to that term in the Preamble;

“**New Dole**” shall have the meaning given to that term in the Preamble;

“**Parties**” means the Total Produce Parties, DFC Holdings and the C&C Parties and

“**Party**” means any of (a) the Total Produce Parties (whether individually or collectively), (b) DFC Holdings or (c) the C&C Parties (whether individually or collectively), in each case, as the context requires;

“**Term Sheet**” shall have the meaning given to that term in the Recitals;

“**Termination Payment Event**” means the termination of the Transaction Agreement prior to Completion in accordance with Clause 11.1 of the Transaction Agreement;

“**Termination Reimbursement Payments**” shall have the meaning given to that term in Clause 3.1;

“**TMG**” shall have the meaning given to that term in the Preamble;

“**Total Produce**” shall have the meaning given to that term in the Preamble;

“**TP USA**” shall have the meaning given to that term in the Preamble;

“**Transaction**” means the execution of the Share Exchange, the Merger and the IPO, each as defined in the Transaction Agreement;

“**Transaction Agreement**” means the transaction agreement dated February 16, 2021 by and among the Parties;

“**VAT**” means any tax imposed by any member state of the European Community in conformity with the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC); and

“**VAT Group**” means a group as defined in Section 15 of the Value Added Tax Consolidation Act 2010.

1.2 Construction

- (a) In this Agreement, words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular section or clause thereof.
- (b) In this Agreement, save as otherwise provided herein, any reference herein to a section, clause, schedule or paragraph shall be a reference to a section, sub-section, clause, sub-clause, paragraph or sub-paragraph (as the case may be) of this Agreement.
- (c) In this Agreement, any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof and shall also include any subordinate legislation made from time to time under such provision.
- (d) In this Agreement, the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.
- (e) In this Agreement, any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (f) In this Agreement, any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent, and all attachments thereto and instruments incorporated therein.

- (g) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Transaction Agreement.

1.3 Captions

The headings or captions to the clauses in this Agreement are inserted for convenience of reference only and shall not affect the interpretation or construction thereof.

1.4 Time

References to time are to Irish times unless otherwise specified.

2. Reimbursement by New Dole

2.1 In the event of Completion, New Dole agrees to reimburse each Party (other than itself) and Dole OpCo for all documented, specific and quantifiable third party costs and expenses incurred by it, or on its behalf, in negotiating and preparing the Term Sheet, this Agreement, the Transaction Agreement and the Ancillary Agreements contemplated by the Transaction Agreement, and effecting the Transaction, including, but not limited to, legal, financial and commercial due diligence, planning and arranging the financing/funding structure of New Dole (including the refinancing of DFC Holdings' or any of its Subsidiaries' debt, any ticking fees and any costs and expenses (including legal disbursements, costs and expenses) paid or payable to lenders and/or arrangers of any financing), structuring advice and engaging advisers to assist in these matters (the payments provided for in this Clause 2.1, the "**Completion Reimbursement Payments**").

2.2 Any amount payable by New Dole under Clause 2.1 will include any amount in respect of VAT incurred by the relevant Party (or Dole OpCo, as applicable) attributable to such third party costs to the extent that such amounts in respect of VAT are not recoverable or creditable by such Party (or Dole OpCo, as applicable) (or any member of the VAT Group of which such Party (or Dole OpCo, as applicable) is a member).

2.3 Each request by a Party or Dole OpCo (it being acknowledged and agreed that DFC Holdings shall be responsible for any such request on behalf of Dole OpCo) for a Completion Reimbursement Payment shall be:

- (a) submitted in writing to New Dole no later than 60 calendar days following Completion;
- (b) accompanied by written invoices or written documentation supporting the request for the Completion Reimbursement Payment; and
- (c) subject to satisfactory compliance with Clauses 2.3(a) and 2.3(b) and the other provisions of this Agreement upon which the Completion Reimbursement Payment may be conditioned, satisfied in full by payment in full by New Dole to the relevant Party (or Dole OpCo, as applicable) in cleared, immediately available funds within 15 calendar days following such receipt of such invoices or documentation.

3. Reimbursement by Dole OpCo

- 3.1 DFC Holdings shall cause Dole OpCo to reimburse a Party, if a Termination Payment Event occurs, for all documented, specific and quantifiable third party costs and expenses incurred by it, or on its behalf, in negotiating and preparing the Term Sheet, this Agreement, the Transaction Agreement and the Ancillary Agreements contemplated by the Transaction Agreement, and effecting the Transaction, including, but not limited to, legal, financial and commercial due diligence, planning and arranging the financing/funding structure of New Dole (including the refinancing of DFC Holdings' or any of its Subsidiaries' debt, any ticking fees and any costs and expenses (including legal disbursements, costs and expenses) paid or payable to lenders and/or arrangers of any financing), structuring advice and engaging advisers to assist in these matters (the payments provided for in this Clause 3.1, the "**Termination Reimbursement Payments**"). The Termination Reimbursement Payments shall not include any broker fees that relate to any matter the consummation of which is subject to Completion.
- 3.2 An amount payable by Dole OpCo under Clause 3.1 will include any amounts in respect of VAT incurred by the relevant Party attributable to such third party costs to the extent that such amounts in respect of VAT are not recoverable or creditable by such Party (or any member of the VAT Group of which such Party is a member).
- 3.3 Each request by a Party for a Termination Reimbursement Payment shall be:
- (a) submitted in writing to DFC Holdings no later than 60 calendar days following the occurrence of a Termination Payment Event;
 - (b) accompanied by written invoices or written documentation supporting the request for the Termination Reimbursement Payment; and
 - (c) subject to satisfactory compliance with Clauses 3.3(a) and 3.3(b) and the other provisions of this Agreement upon which a Termination Reimbursement Payment may be conditioned, satisfied in full by payment in full by Dole OpCo to the relevant Party in cleared, immediately available funds within 15 calendar days following such receipt of such invoices or documentation.

4. **General**

- 4.1 This Agreement replaces that row in the Term Sheet entitled "Cost" so that all obligations regarding the reimbursement of costs in respect of the Term Sheet and the Transaction shall be governed by this Agreement.
- 4.2 The C&C Parties warrant and agree that there are no amounts which have been paid or are owed, and nor will any fees or expenses become payable after the date of this Agreement, to Deutsche Bank, its affiliates or advisors, for which the C&C Parties will require reimbursement under either Clause 2.1 or 3.1.
- 4.3 This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any Law that would cause the Laws of any jurisdiction other than the State of Delaware to be applied. Each of the Parties irrevocably agrees that the Delaware Court of Chancery in New Castle County, Delaware is to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such dispute, the United States District Court for the District of

Delaware) and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Agreement shall therefore be brought in the Delaware Court of Chancery in New Castle County, Delaware, or in the event (but only the event) that such court does not have subject matter jurisdiction of such Proceeding, the United States District Court for the District of Delaware.

- 4.4 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and each Party may enter into this Agreement by executing a counterpart and delivering it to the other Party (by hand delivery, e-mail or otherwise).
- 4.5 Any notice or other document to be served under this Agreement may be delivered by recognized overnight delivery service (with proof of service and a courtesy copy by electronic mail) or hand delivery in writing, or sent by electronic mail (including .pdf), to the Party to be served as follows:

- (a) if to DFC Holdings, to:

DFC Holdings, LLC
c/o Dole Food Company, Inc.
200 South Tryon
Charlotte, North Carolina 28105
Email: jared.gale@dole.com
Attention: General Counsel

with copy to:

Paul Hastings LLP
1999 Avenue of the Stars
Twenty-Seventh Floor
Los Angeles, California 90067
Email: davidhernand@paulhastings.com
Attention: David M. Hernand

Paul Hastings LLP
1117 California Avenue
Palo Alto, California 94304
Email: lindsaysparks@paulhastings.com
Attention: Lindsay R. Sparks

- (b) if to the Total Produce Parties, to:

c/o Total Produce plc
29 North Anne Street
Dublin 7, D07 PH36
Ireland
Email: jdevine@totalproduce.com
Attention: Jacinta Devine, Company Secretary

with copy to:

Arthur Cox LLP
Earlsfort Centre
Earlsfort Terrace
Dublin 2, Ireland
Email: stephen.hegarty@arthurcox.com
Attention: Stephen Hegarty

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Email: stephen.arcano@skadden.com
Attention: Stephen F. Arcano

and

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue, 34th Floor
Los Angeles, California 90071
Email: david.eisman@skadden.com
Attention: David C. Eisman

(c) if to the C&C Parties, to:

c/o Castle & Cooke, Inc.
One Dole Drive
Westlake Village, California 91362
Email: rgores@castlecooke.com
Attention: Ryan S. Gores

with copy to:

Paul Hastings LLP
1999 Avenue of the Stars
Twenty-Seventh Floor
Los Angeles, California 90067
Email: davidhernand@paulhastings.com
Attention: David M. Hernand

Paul Hastings LLP
1117 California Avenue
Palo Alto, California 94304
Email: lindsaysparks@paulhastings.com
Attention: Lindsay R. Sparks

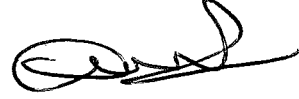
or such other postal address or email address as it may have notified to the other Party in writing in accordance with the provisions of this Clause 4.5.

4.6 Any notice or document shall be deemed to have been served:

- (a) if delivered by overnight delivery or by hand, at the time of delivery; or
 - (b) if sent by electronic mail, on the date of delivery (provided that any notice sent to the addressee's email address by electronic mail on any day that is not a Business Day, or on any Business Day after 5:00 p.m. (addressee's local time), shall be deemed to have been received at 9:00 a.m. (addressee's local time) on the next Business Day).
- 4.7 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.
- 4.8 No release, discharge, amendment, modification or variation of this Agreement shall be binding unless the same shall be evidenced in writing duly executed by each of the Parties.
- 4.9 Each Party hereto represents and warrants to the other that, assuming due authorization, execution and delivery by the other Party hereto, this Agreement constitutes the valid and binding obligations of that Party.
- 4.10 Each Party hereto confirms and agrees that no provision of the Transaction Agreement shall supersede, vary or otherwise amend the provisions of this Agreement.

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

GIVEN under the Common Seal
of **TOTAL PRODUCE PLC**
and **DELIVERED** as a **DEED**



Print Name: Carl McCann
Title: Director



Print Name: Frank Davis
Title: Director



IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

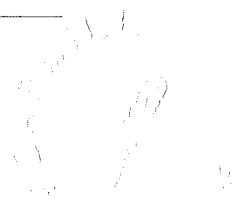
GIVEN under the Common Seal
of **PEARMILL LIMITED**
and **DELIVERED** as a **DEED**



Print Name: Carl McCann
Title: Director




Print Name : Frank Davis
Title: Director



IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.


TOTAL PRODUCE USA HOLDINGS INC.

By: 
Name: Carl McCann
Title: President

[Signature Page to Expense Reimbursement Agreement]

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

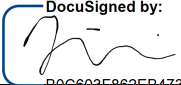
TP-DOLE MERGER SUB, LLC

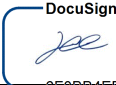
By: 

Name: Carl McCann
Title: President

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

DFC HOLDINGS, LLC

By:  DocuSigned by:
B0C603F062EB473...
Name: Johan Lindén
Title: President and Chief Executive Officer

By:  DocuSigned by:
0F0BB4EBD1E14E7...
Name: Jared Gale
Title: Vice President, General Counsel and
Corporate Secretary

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

THE MURDOCK GROUP, LLC

By: DocuSigned by:
Gary Wong
A274A830BA55456...
Name: Gary Wong
Title: President, Chief Financial Officer and Treasurer

By: DocuSigned by:
Ryan Gores
DB60DD871D8941A...
Name: Ryan Gores
Title: Vice President, General Counsel and Secretary

CASTLE & COOKE HOLDINGS, INC.

By: DocuSigned by:
Gary Wong
A274A830BA55456...
Name: Gary Wong
Title: President, Chief Financial Officer and Treasurer

By: DocuSigned by:
Ryan Gores
DB60DD871D8941A...
Name: Ryan Gores
Title: Vice President, General Counsel and Secretary

DOLICIOUS CORPORATION

By: DocuSigned by:
Gary Wong
A274A830BA55456...
Name: Gary Wong
Title: President, Chief Financial Officer and Treasurer

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Ryan Gores
DB60DD871D8941A...
Name: Ryan Gores
Title: Vice President, General Counsel and Secretary