

ACCESS AND INDEMNITY AGREEMENT

BETWEEN:

**BDO CANADA LIMITED, in its capacity as court appointed receiver of
Peopledge HR Services Inc. et al**

(the “Receiver”)

-and-

Labatt Breweries of Canada LP

(“Labatt”)

WHEREAS:

1. The Receiver was appointed by Court Order dated October 29, 2012 over the assets, undertaking and property owned and/or administered by Peopledge HR Services Inc. (“**Peopledge**”) and other companies;
2. Labatt was a customer of Peopledge prior to the Receiver appointment;
3. Peopledge has ceased to operate;
4. Certain specific information relating to Labatt employees and payroll services for them (collectively, the “**Labatt Information**”) is stored on computer servers controlled by Peopledge (the “**Servers**”);
5. Labatt has been advised and has subsequently advised the Receiver that the Servers contain only Labatt Information, and proprietary software owned by Labatt and no other data (including information relating to any other former customer of Peopledge) or proprietary software; and
6. Labatt has requested access to the Servers and that the Receiver accommodate it in its efforts to transition its payroll services to a new computer server, to be owned and controlled directly by Labatt, to allow Labatt to perform the Labatt Work (defined below), and the Receiver has agreed to accommodate Labatt on the terms and conditions outlined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby evidenced, the Receiver and Labatt agree as follows:

1. The recitals to this agreement are true and correct and form an integral part hereof.
2. Labatt has requested and the Receiver has agreed that Labatt, and any designated agents for which Labatt will have sole responsibility and may access the Servers

for the following purposes beginning November 2, 2012 (collectively, the “**Labatt Work**”):

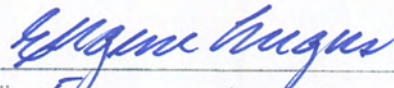
- (a) to collect and copy the Labatt Information; and,
 - (b) if necessary, and subject to the conditions below, to process payroll information for Labatt employees, through the Servers until end of day on November 14, commencing from the date of this agreement (the “**Payroll**”), provided that all funds required to process the Payroll will be advanced by Labatt and paid to employees directly by Labatt through use of Labatt’s accounts. For certainty, no funds required for the Payroll will pass through the hands of the Receiver.
3. Labatt shall be solely responsible for all staffing, administrative and other costs arising from or relating to Labatt’s use of the Servers for the Labatt Work.
4. Labatt agrees and acknowledges that by accommodating Labatt as contemplated by this Agreement, the Receiver is not operating the business of Peopledge, and shall not be deemed to be operating the business of Peopledge.
5. Labatt agrees and acknowledges that if there is any information on the Servers which is not the Labatt Information (collectively, the “**Peopledge Information**”), and Labatt, through inadvertence or otherwise, copies or otherwise obtains possession of the Peopledge Information, Labatt will promptly take the following actions:
 - (a) Labatt will immediately disclose to the Receiver the details of the Peopledge Information in its possession in such detail as the Receiver may require;
 - (b) after such disclosure, Labatt will immediately destroy all copies of the Peopledge Information in its possession, or, at the option of the Receiver, deliver up to the Receiver any Peopledge Information in any form other than a copied image; and
 - (c) Labatt will not disclose and/or use the Peopledge Information in any manner.
6. The Receiver makes no representation or warranty regarding the accuracy, completeness, integrity of the Labatt Information, which Labatt is accessing on an “as is, where is” basis. For clarity, Labatt reserves all of its rights against Peopledge with respect to the Labatt Information.
7. Labatt irrevocably releases and discharges the Receiver from any and all claims of damage or liability of any other nature or kind, which Labatt has or may have against the Receiver specifically related to the Labatt Work and the Peopledge Information received by Labatt, other than gross negligence or willful misconduct by the Receiver. For clarity, this release does not apply to any and/or all claims, including claims for damages, liabilities of any other nature or kind that Labatt

has, had, may or will have against Peopledge, including but not limited in respect of any funds advanced by Labatt to Peopledge. Labatt shall save the Receiver harmless from, and hereby indemnifies the Receiver against, any and all costs, expenses, liabilities and damages incurred in connection with or arising from the Labatt Work, including without limitation from any third party claims against the Receiver specifically related to the Receiver providing access to Labatt to the Labatt Work and/or the Peopledge Information.

This agreement may be executed in counterparts and delivered by electronic and/or facsimile transmission, each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute one and the same agreement, binding on the parties.

Dated with effect at November 2, 2012.

BDO CANADA LIMITED, solely in its capacity as court-appointed receiver of Peopledge HR Services Inc. and not in any personal or corporate capacity



Per: *Eugene P. Migus, CA, CIPS*
Name: *Eugene P. Migus, CA, CIPS*
Title: *Senior Vice-President*
I have the authority to bind the Receiver

LABATT BREWERIES OF CANADA LP, by its general partner Labatt Brewing Company Inc



Per: *Raphael Chouinard*
Name: *Raphael Chouinard*
Title: *VP Finance*
Claude Sauter
General Counsel
I have the authority to bind Labatt