

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

FARM CREDIT CANADA

Applicant

- and -

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED**

MOTION RECORD

**(Motion for Sale Approval and Vesting Orders and Distribution and Fee Approval
returnable February 4, 2025)**

January 27, 2025

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**ONTARIO
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SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C-43, AS AMENDED**

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Court File No.: CV-24-00720526-00CL

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(Motion for Sale Approval and Vesting Orders and Distribution and Fee Approval
returnable February 4, 2025)**

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Tab 1

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NOTICE OF MOTION

**(Motion for Sale Approval and Vesting Order and Distribution Order returnable February
4, 2025)**

FTI Consulting Canada Inc. (“**FTI**”), in its capacity as Court-appointed receiver (the “**Receiver**”) over all of the assets, undertakings, and properties of Global Food and Ingredients Inc. (“**Global Foods Canada**”) and GFI Brands Inc. (“**GFI Brands**”, and together with Global Foods Canada, the “**Debtors**”, and each individually, a “**Debtor**”) that constitute “**FCC Secured Property**” (as such term is defined in the Order (Appointing Receiver), granted by the Honourable Justice Steele on May 30, 2024 the (“**FCC Receivership Order**”), in the within proceedings), will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) on February 4, 2025 at 10:00 a.m., or as soon after that time as the motion can be heard, by judicial videoconference via Zoom at Toronto, Ontario.

THE MOTION IS FOR:

1. An order (the “**Third Approval and Vesting Order**”), substantially in the form of the draft order attached at Tab 3 of the Receiver’s Motion Record, *inter alia*:
 - (i) approving a transaction for the sale of the Vigro Lands (as defined below) to Foodlife Group Inc. (the “**Vigro Purchaser**”), as set out and described in the Asset Purchase Agreement dated as of December 2, 2024 (the “**Vigro Purchase Agreement**”), between the Receiver, as vendor, and the Vigro Purchaser, as purchaser;
 - (ii) authorizing and approving the execution of the Vigro Purchase Agreement by the Receiver *nunc pro tunc*, and authorizing and directing the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction contemplated by the Vigro Purchase Agreement and for the conveyance of the Purchased Assets (as defined in the Vigro Purchase Agreement) to the Vigro Purchaser; and
 - (iii) vesting in the Vigro Purchaser the right, title and interest of the Receiver and the Debtors in and to the Purchased Assets (as defined in the Vigro Purchase Agreement), subject to the terms of the Vigro Purchase Agreement, upon delivery by the Receiver of a Receiver’s certificate to the Vigro Purchaser confirming that all conditions to closing in the Vigro Purchase Agreement have either been satisfied or waived by the Receiver (the “**Third Receiver’s Certificate**”).
2. An order (the “**Distribution Order**”), substantially in the form of the draft order attached at Tab 4 of the Receiver’s Motion Record, *inter alia*:
 - (i) approving a distribution by the Receiver to Farm Credit Canada (“**FCC**”), up to the total of \$6,525,000 (plus accrued interest, if any) to FCC at this time, subject to costs incurred and any further reserves that the Receiver considers appropriate or desirable.;

- (ii) approving the Third Report of the Receiver, dated January 24, 2025 (the “**Third Report**”) and the conduct and activities of the Receiver described therein;
- (iii) sealing Confidential Schedule “1” to the Third Report, subject to further order of the Court; and
- (iv) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

2. The facts in support of this motion are set out in the Third Report. All capitalized terms used and not otherwise defined herein have the same meaning(s) as ascribed to such terms in the Third Report.

Background and the SISP

3. On May 30, 2024, the Receiver was appointed in respect of certain collateral of the Debtors secured in favour of FCC, constituting the FCC Secured Property. On the same date, Richter Inc. was appointed by the Court as the receiver of certain other assets of the Debtors, which are secured in favour of Siena Lending Group Canada LLC (“**Siena**”).

4. FCC and Siena have agreed to their respective priorities in respect of their security over the assets of the Debtors pursuant to an Intercreditor Agreement dated February 1, 2024.

5. Among other things, the FCC Secured Property subject to this receivership included all of the Debtors’ interests in the high speed ingredient processing and storage facilities located on the lands municipally known as 100 Elevator Road, Zealandia, Saskatchewan (the “**Zealandia Lands**”), the facilities and lands municipally known as R.M. of Lajord No. 128, Lajord, Saskatchewan (surface parcel #111788219) (the “**Vigro Lands**”), and the facilities and leasehold interest at the location municipally known as 100 South Railway Avenue, Lajord, Saskatchewan (the “**Lajord Property**”, together with the Zealandia Lands and the Vigro Lands, the “**Properties**”) as well as fixtures and Equipment.

6. On August 19, 2024, the Receiver applied for and obtained a sale and investment solicitation process order (the “**SISP Approval Order**”), which, among other things:

- (a) approved the sale and investor solicitation process (the “**SISP**”) attached as Schedule “A” to the SISP Approval Order;
- (b) authorized the Receiver, together with FTI Capital Advisors Canada (the “**Sale Agent**”), on behalf of the Applicant, to immediately commence and implement the SISP and perform their obligations thereunder;
- (c) approved the Key Consultant Retention Plans (“**KCRP**”) and approved the Receiver making payments thereunder; and
- (d) granted a fixed and specific charge not exceeding an aggregate amount of \$53,450 on the FCC Secured Property to the Key Consultants referred to in the KCRP (the “**KCRP Charge**”).

7. To ensure that time was not lost marketing the Property, prior to obtaining the SISP Approval Order, the Receiver had commenced the marketing process in the week of July 15, 2024, with the creation of a list of potential bidders and initial reach out efforts.

8. The SISP consisted of a broad marketing process in conjunction with a two-phase process for the solicitation of offers to purchase the FCC Secured Property.

9. The Sale Agent with the oversight of the Receiver and assistance of the Key Consultants undertook the SISP in accordance with the process approved in the SISP Approval Order.

10. The FCC Secured Property was broadly marketed in the SISP, including the following:

- (a) 225 parties were contacted in relation to the SISP opportunity;
- (b) 44 parties executed an NDA to obtain access to further details;
- (c) seven parties conducted a site visit of the Vigro Lands;

- (d) 10 letters of interest in respect of the Properties were received by the Phase 1 Bid Deadline of September 13, 2024;
- (e) nine of the 10 parties who submitted letters of interest were invited to participate in Phase 2 of the SISP.

11. During Phase 2 of the SISP, it was brought to the Receiver's attention that the facility built on the Vigro Lands may encroach on a neighbouring property and there may be an easement for a pipeline registered against the Vigro Lands. To ensure that the Selected Bidders were aware of this issue, the Receiver advised the parties of the potential encroachment issue and provided pictures of the parcel in the data room outlining the areas that may encroach upon the neighbouring lands.

12. The Receiver reviewed the bids received at the Phase 2 Bid Deadline of October 4, 2024 and identified transactions for the Zealandia Lands and the Lajord Lands. No bids were received for the Vigro Lands. The Receiver continued to be in discussions with third parties with respect to a potential sale of the Vigro Lands and the related processing facility and equipment.

13. On November 12, 2024, the Court granted the following Approval and Vesting Orders in relation to the Zealandia Lands and Lajord Lands:

- (a) the "**First Approval and Vesting Order**", which approved, among other things, a sale transaction pursuant to which Harvest Grain Zealandia Ltd. (the "**Zealandia Purchaser**") purchased the Zealandia Lands, as set out and described in the Asset Purchase Agreement dated November 4, 2024, (the "**Zealandia Purchase Agreement**"), between the Receiver, as vendor, and the Zealandia Purchaser, as purchaser; and
- (b) the "**Second Approval and Vesting Order**", which approved, among other things, a sale transaction pursuant to which C2 Farms (the "**Lajord Purchaser**") purchased the Lajord Property, as set out and described in the Asset Purchase Agreement dated November 4, 2024 (the "**Lajord Purchase Agreement**", and collectively with the Zealandia Purchase Agreement and the Vigro Purchase Agreement, the "**Purchase Agreements**"), between the Receiver, as vendor, and the Lajord Purchaser, as purchaser.

14. The Court also approved an Ancillary Relief Order which approved the Receiver's activities, statement of receipts and disbursements as set out in the Second Report of the Receiver, dated November 4, 2024 (the "**Second Report**"), and sealed Confidential Schedule "1" and Confidential Schedule "2" to the Second Report, subject to further order of the Court.

15. Following the granting of the First Approval and Vesting Order and the Second Approval and Vesting Order:

- (a) the Receiver has worked diligently to close the transactions contemplated by the Lajord Purchase Agreement and the Zealandia Purchase Agreement; and
- (b) the Receiver continued to advance its discussions with third parties, including those identified by the SISP, to locate a purchaser for the Vigro Lands. The Receiver experienced challenges locating a purchaser due to concerns arising from the potential encroachment of the facility on the Vigro Lands over a neighbouring property.

The Vigro Purchase Agreement

16. In late November, 2024, the Receiver received a bid from the Vigro Purchaser. The Receiver understands that the Vigro Purchaser is a crops processor, supplier and exporter based in Saskatchewan providing a range of organic and conventional grains, pulses, and oilseeds. As such, the Vigro Purchaser has expertise in the pulse industry and has a track record of success managing businesses in this industry in Saskatchewan.

17. The Receiver and the Vigro Purchaser have negotiated the Vigro Purchase Agreement, which contemplates the purchase, by the Vigro Purchaser, of the following FCC Secured Property:

- (a) the Vigro Lands;
 - (b) Books and Records relating to Vigro Lands; and
 - (c) Equipment and fixtures on the Vigro Lands,
- (collectively, the "**Vigro Purchased Assets**").

18. The Vigro Purchase Agreement provides for the following:
- (a) the issuing and entering of the Third Approval and Vesting Order as a condition precedent to Closing;
 - (b) at the Closing Time, the Receiver shall sell, assign, transfer, and convey to the Vigro Purchaser, and the Vigro Purchaser shall purchase and assume from the Receiver, all right, title, interest of the Debtors in, to and under the Purchased Assets described in Schedule “A” of the Vigro Purchase Agreement, free and clear of any and all Encumbrances except Permitted Encumbrances;
 - (c) the Vigro Purchaser is acquiring the Vigro Purchased Assets on an “as is, where is” basis; and
 - (d) from and after Closing, the Vigro Purchaser shall assume and be liable for the Assumed Liabilities, as defined in section 2.3 of the Vigro Purchase Agreement, which include all Liabilities under or in respect of the Permitted Encumbrances, the ownership, operation or use of the Purchased Assets from and after closing, and environmental and remediation obligations.
19. The Vigro Purchaser has paid the deposit contemplated by the Vigro Purchase Agreement to the Receiver.

Approval of the Vigro Purchase Agreement

20. It is appropriate to grant the Third Approval and Vesting Order for the following reasons:
- (a) the Vigro Lands have been exposed to the market for approximately twenty-seven weeks. The SISF deadline passed months ago with no other prospective bidders identified, and no other bids received. The Vigro Lands are subject to a potential encroachment issue which has resulted in difficulties marketing and obtaining offers for the property;

- (b) the Vigro Purchase Agreement is the result of the highest and best offer received for the Vigro Lands. The Receiver, in consultation with the Sale Agent, is of the view that the Vigro Purchase Agreement represent the greatest value attainable for the Vigro Lands;
- (c) the Vigro Purchaser is well-situated to complete a transaction and is a logical purchaser for the Vigro Purchased Assets, including as it is in the same business as the Debtors, with experience in the industry;
- (d) the alternative to the Vigro Purchase Agreement would be a fire sale of the Vigro Purchased Assets. Based on, among other things, initial discussions the Receiver has had with speciality auctioneers, the Receiver is of the view that a fire sale or sale under bankruptcy would be unlikely to generate net proceeds greater than the contemplated transactions;
- (e) FCC, the primary secured lender, supports the transactions; and
- (f) it is the Receiver's view that the transaction contemplated by the Vigro Purchase Agreement will generate the best value for the benefit of all stakeholders.

The Receiver's Activities Should be Approved

21. The Receiver has acted reasonably, prudently and not arbitrarily, in carrying out its activities as set out in the Third Report. The Receiver's activities should be approved.

The Confidential Schedule Should be Sealed

22. The Receiver is of the view that the unredacted Vigro Purchase Agreement, which includes the purchase price, should be filed with the Court on a confidential basis, and be subject to a sealing order pending further order of the Court.

23. The unredacted Purchase Agreements contain commercially sensitive information that, if released, may jeopardize the closing of the transaction and any subsequent attempts to market the Vigro Purchased Assets.

24. The Receiver is not aware of any party that will be prejudiced if the information is sealed and, accordingly, believes that the proposed Sealing Order is appropriate in the circumstances.

The Distribution to FCC Should be Approved

25. The Receiver's counsel has completed an independent review of the security granted by the Debtors to FCC. The security opinion indicated that, subject to the customary assumptions and qualifications for opinions of this nature, the security granted by the Debtors to FCC constitutes valid and enforceable security over the FCC Secured Property of the Debtors.

26. The Receiver is not aware of any claims against the FCC Secured Property that rank ahead of FCC.

27. The Receiver is satisfied that, upon the closing of the Purchase Agreements, it is appropriate to make a distribution in the total amount of \$6,525,000 (plus accrued interest, if any) to FCC at this time, subject to costs incurred and any further reserves that the Receiver considers appropriate or desirable.

Other Grounds

28. The Receiver also relies upon the following:

- (a) the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- (b) the provisions of the *Courts of Justice Act*, RSO 1990, c. C-43, as amended;
- (c) such further and other grounds as counsel may advise and this Honourable Court may permit.

29. The following documentation evidence will be used at the hearing of the motion:

- (a) the Third Report of the Receiver and the Schedules and Appendices thereto; and,

(b) such further and other materials as counsel may advise and this Court may permit.

January 27, 2025

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Proceeding commenced at Toronto

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Tab 2

Court File No. CV-24-00720526-00CL

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

**THIRD REPORT TO THE COURT OF FTI CONSULTING CANADA
INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER
OVER THE FCC SECURED PROPERTY**

January 27, 2025

Court File No. CV-24-00720526-00CL

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**THIRD REPORT TO THE COURT OF FTI CONSULTING CANADA INC., IN
ITS CAPACITY AS COURT-APPOINTED RECEIVER OVER THE FCC
SECURED PROPERTY**

A. INTRODUCTION

1. On this motion, the Receiver¹ seeks approval of two Orders:
 - (i) an approval and vesting order (the “**Third Approval and Vesting Order**”) relating to the Vigro Lands and related Books and Records and Equipment; and,
 - (ii) a distribution order (the “**Distribution Order**”).
2. Global Food and Ingredients Inc. (“**Global Food Canada**”) and GFI Brands Inc. (“**GFI Brands**”) and, together with Global Food Canada, the “**Debtors**”) were in the business of purchasing and producing plant-based food and ingredients and related matters. They owned three high-speed ingredient processing and storage facilities in Saskatchewan, located on the Zealandia Lands, Vigro Lands and Leasehold Lands (the “**Real Property**”).

¹ Capitalized terms are either defined below or to the extent not defined herein, shall have the meaning given to them in the Vigro Purchase Agreement (defined below).

3. By order dated May 30, 2024 (the “**Appointment Order**”), on application by Farm Credit Canada (“**FCC**”), FTI Consulting Canada Inc. (“**FTI**”) was appointed receiver (in such capacity, the “**Receiver**”) over the FCC Secured Property (defined below), which included the Real Property and related Equipment (defined below).
4. The Receiver, together with FTI Capital Advisors Canada (the “**Sale Agent**”), an affiliate of FTI, undertook a sale process in relation to the FCC Secured Property, which identified transactions in respect of the Zealandia Lands and Leasehold Lands.
5. At the conclusion of the SISP, no bids were received for the Vigro Lands. The Receiver continued to engage in negotiations with respect to the Vigro Lands to obtain a fair transaction for the Vigro Lands. These negotiations have successfully produced a binding offer for the Vigro Purchased Assets, including the Vigro Lands, the Vigro Purchase Agreement.
6. The Vigro Lands have been on the market for over two months following the Phase 2 Bid Deadline (as defined in the SISP) of October 4, 2024. The Receiver therefore wishes to move quickly to close the transaction for the Vigro Purchased Assets and to make a distribution to the senior secured creditor, FCC.
7. The Receiver believes that the offer represented by the Vigro Purchase Agreement is fair and reasonable, and that no higher or better offer for the FCC Secured Property included in the Vigro Purchase Agreement is likely attainable or would result from further marketing of the Vigro Lands.

Purpose of Report

8. The purpose of this Third Report of the Receiver (this “**Third Report**”) is to provide the Court with information regarding:
 - (a) the status of the previously-approved transactions resulting from the SISP;

- (b) the Successful Bid resulting from the Receiver's negotiations with the potential purchaser of the Vigro Purchased Assets and the proposed Vigro Purchase Agreement; and
 - (c) the activities of the Receiver since it issued its Second Report dated November 4, 2024; and related relief.
9. The Third Report is filed in support of the Receiver's motion seeking, among other things:
- (a) an order (the "**Third Approval and Vesting Order**"):
 - (i) approving a transaction for the sale of the Vigro Purchased Assets (as defined below) to Foodlife Group Inc. (the "**Vigro Purchaser**"), as set out and described in the Asset Purchase Agreement dated as of December 2, 2024 (the "**Vigro Purchase Agreement**"), between the Receiver, as vendor, and the Vigro Purchaser, as purchaser;
 - (ii) authorizing and approving the execution of the Vigro Purchase Agreement by the Receiver *nunc pro tunc*, and authorizing and directing the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction contemplated by the Vigro Purchase Agreement and for the conveyance of the Purchased Assets (as defined in the Vigro Purchase Agreement, the "**Vigro Purchased Assets**") to the Vigro Purchaser; and
 - (iii) vesting in the Vigro Purchaser the right, title and interest of the Receiver and the Debtors in and to the Vigro Purchased Assets, subject to the terms of the Vigro Purchase Agreement, upon delivery by the Receiver of a Receiver's certificate to the Vigro Purchaser confirming that all conditions to closing in the Vigro Purchase Agreement have either been satisfied or waived by the Receiver (the "**Third Receiver's Certificate**").

- (b) an order (the “**Distribution Order**”):
 - (i) approving a distribution by the Receiver, to FCC, up to the total of \$6,525,000 (plus accrued interest, if any), subject to costs incurred any necessary or desirable reserves as may be determined by the Receiver;
 - (ii) approving the Third Report and the conduct and activities of the Receiver described herein;
 - (iii) approving the Receiver’s statement of receipts and disbursements for the period November 1, 2024 to January 24, 2025;
 - (iv) sealing Confidential Schedule “1” to the Third Report, subject to further order of the Court; and
 - (v) such further and other relief as this Honourable Court may deem just.

Terms of Reference

- 10. In preparing this Third Report, the Receiver has relied upon unaudited financial information provided by the Debtors, including the Debtors’ books and records, certain financial information, forecasts and analysis prepared by the Debtors, and discussions with various parties, including former employees and senior management of, and advisors to, the Debtors (the “**Information**”).
- 11. Except as otherwise described in this Third Report:
 - (a) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
 - (b) the Receiver has not examined or reviewed financial forecasts and projections referred to in this Second Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

12. Future-oriented financial information reported in, or relied on, in preparing this this Third Report is based on assumptions regarding future events. Actual results may vary from forecast and such variations may be material.
13. The Receiver has prepared this Third Report in connection with its motion for approval of the Purchase Agreement and to assist the Court in deciding whether to grant the Third Approval and Vesting Order, and the Ancillary Relief Order. The Third Report should not be relied on for any other purpose.
14. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.
15. Capitalized terms not otherwise defined herein have the meanings given to them in the Vigro Purchase Agreement.

B. BACKGROUND

16. Each of the Debtors was a member of the GFI group of companies (“**GFI Group**”), with Global Food Canada being the purchaser and processor of plant-based foods and ingredients and GFI Brands a brokerage that hired other companies to buy pasta and outsource manufacturing of pasta for the GFI Group.
17. Prior to the appointment of the Receiver, GFI Group had encountered significant financial difficulties.
18. While the GFI Group sought to sell the business to a third party before this receivership proceeding, a deal could not close before the GFI Group’s cash reserves were exhausted.
19. On or around March 22, 2024, Global Food Canada began an orderly wind-down and liquidation process, including laying off employees.
20. The Receiver was appointed on May 30, 2024 over the FCC Secured Property. On the same day, Richter Inc. was appointed by the Siena Lending Group Canada LLC (“**Siena**”) as receiver (the “**Siena Receiver**”) over certain other assets of

Global Food Canada, GFI Brands and Global Food and Ingredients Ltd. constituting ABL Priority Collateral (defined below).

21. Pursuant to an Intercreditor Agreement dated February 1, 2024 between FCC and Siena attached as Exhibit OO to the Affidavit of Jason Inman sworn May 16, 2024 (the “**Intercreditor Agreement**”), FCC and Siena agreed to their respective priorities in respect of their security over the assets of the Debtors. FCC and Siena agreed that FCC would have priority over the “Term Loan Priority Collateral” consisting of the following (with capitalized terms as defined in the Intercreditor Agreement):

- (a) all Equipment and fixtures;
- (b) all Intellectual Property owned by any Loan Party (which includes the Debtors);
- (c) all Real Property (including the Mortgaged Lands and Leasehold Lands, defined below);
- (d) the insurance policy with respect to the life of David Hanna in the amount of \$1,000,000; and,
- (e) all books and records relating to the foregoing, all Proceeds of the foregoing, and all collateral security and guarantees given by any Person with respect to the foregoing.

(collectively, together with any proceeds thereof, the “**FCC Secured Property**”). The assets of the Debtors other than the FCC Secured Property are the “**ABL Priority Collateral**”, which includes the Debtors’ accounts receivable and inventory. According to the Intercreditor Agreement, FCC has senior priority over the FCC Secured Property and junior priority over the ABL Priority Collateral.

22. The Real Property that forms part of the FCC Secured Property includes three high-speed ingredient processing and storage facilities in Saskatchewan, located on the following lands:
- (a) 100 Elevator Road, Zealandia Saskatchewan (the “**Zealandia Lands**”);
 - (b) R.M. of Lajord No 128, Lajord Saskatchewan (surface parcel #111788219) (the “**Sedley Lands**” or “**Vigro Lands**”, and together with the Zealandia Lands, the “**Mortgaged Lands**”); and
 - (c) 100 South Railway Avenue, Lajord No. 128, Saskatchewan (the “**Leasehold Lands**” or “**Lajord Property**”), which property is owned by Stewart Southern Railway Inc. (the “**Landlord**”) and leased to Global Foods Canada pursuant to a Lease and Assignment of Lease.
23. The intention of this receivership is to conduct an orderly liquidation of the FCC Secured Property.

C. SISP

24. The Receiver obtained an order (the “**SISP Approval Order**”) on August 19, 2024 for the sale and solicitation of the FCC Secured Property, which among other things:
- (a) approved the SISP in the form attached as Schedule “A” to the SISP Approval Order;
 - (b) authorized the Receiver and the Sale Agent to implement the SISP and perform their respective obligations thereunder;
 - (c) approved the Key Consultant Retention Plans (“**KCRP**”) in respect of three consultants (the “**Key Consultants**”), and approved the Receiver making payments thereunder; and

(d) granted a fixed and specific charge not exceeding an aggregate amount of \$53,450 on the FCC Secured Property for the KCRP (the “**KCRP Charge**”).

25. The SISP consisted of a broad marketing process in conjunction with a two-phase process for the solicitation of offers to purchase the FCC Secured Property.

26. To ensure that time was not lost marketing the property, prior to obtaining the SISP Approval Order, the Receiver had already started the marketing process, which commenced with the creation of a list of potential bidders and initial reach-outs the week of July 15, 2024.

27. The key dates of the SISP included the following:

Milestone	Date(s)
Phase 1: Formal Marketing Process and Initial Due Diligence Period	July 15, 2024 – September 13, 2024
Phase 1 Bid Deadline	5:00 p.m. (Eastern Time) on September 13, 2024
Phase 2: Due Diligence Period for Selected Bidders	September 14, 2024 – October 4, 2024
Phase 2 Bid Deadline	5:00 p.m. (Eastern Time) on October 4, 2024
Court Approval of Successful Bid	Target the week of October 21, 2024
Outside Date	November 15, 2024

28. The Sale Agent with the oversight of the Receiver and assistance of the Key Consultants undertook the SISP in accordance with the process provided for in the SISP Approval Order.

D. RESULT OF THE SISP

29. The SISP successfully identified proposed transactions for two out of the three Saskatchewan-based processing facilities, being the land and processing facility on the Zealandia Lands (which transaction has now closed) and the leasehold interest and processing facility on the Leasehold Lands (which transaction is presently expected to close by January 31, 2025 as set out below).

30. The Receiver brings this motion to obtain approval of a transaction in relation to the Vigro Lands, which received no bids prior to the conclusion of the SISP.

a) Phase 1

31. The week of July 15, 2024, the Receiver reached out to 202 parties pursuant to the Phase 1 process. In the weeks following, the Receiver reached out to an additional 23 parties for a total of 225 parties that were contacted by the Receiver in relation to the SISP opportunity.

32. A total of 44 parties executed an NDA provided by the Receiver to obtain access to further details regarding the proposed opportunity. Beginning July 19, 2024, these parties were provided access to a virtual data room containing detailed information on the facilities and equipment available for sale.

33. Seven parties completed a site visit of the Vigro Lands.

34. By the Phase 1 Bid Deadline of September 13, 2024, ten letters of interest (“**LOIs**”) were received by the Receiver in various combinations for the three facilities.

35. The Receiver, in consultation with the Sale Agent, reviewed the LOIs to determine whether they were Qualified Phase 1 Bids as per the terms of the SISP and whether they should be Selected Bidders moving on to participate in Phase 2 of the SISP.

b) Phase 2

36. Nine of the ten parties who had submitted LOIs (the “**Selected Bidders**”) were invited to participate in Phase 2 of the SISP.
37. Selected Bidders were then given the opportunity to complete any remaining diligence ahead of the Phase 2 Bid Deadline. The Receiver worked with the Selected Bidders to enable them to perform the necessary diligence and provided information as appropriate.
38. The Receiver also provided the Selected Bidders with a draft Asset Purchase Agreement, which was to be used as a template for any purchase agreements submitted as Final Bids pursuant to the terms of the SISP.
39. During Phase 2 of the SISP, it was brought to the Receiver’s attention that the facility built on the Vigro Lands may encroach on a neighbouring property and there may be an easement for a pipeline registered against the Vigro Lands. To ensure that the Selected Bidders were aware of this issue, the Receiver advised the parties of the potential encroachment issue and provided pictures of the parcel in the data room outlining the areas that may encroach upon the neighbouring lands.

E. RESULTS OF THE SISP AND STATUS OF THE APPROVED TRANSACTIONS

37. The Receiver reviewed the bids received at the Phase 2 Bid Deadline of October 4, 2024 and determined to move forward with one bid for the Zealandia Lands (the “**Zealandia Bid**”) and one bid for the Leasehold Lands (the “**Lajord Bid**”).
38. No bids were received for the Vigro Lands. The Receiver continued to be in discussions with third parties with respect to a potential sale of the Vigro Lands and the related processing facility and equipment.
39. On November 12, 2024, Receiver brought a motion seeking an approval and vesting order for the Zealandia Lands (the “**First Approval and Vesting Order**”), an approval and vesting order for the Leasehold Lands (the “**Second Approval and**

Vesting Order”), and other ancillary relief (the “**Ancillary Relief Order**”) (the “**Sale Approval Motion**”).

Zealandia Bid

40. Harvest Grain Zealandia Ltd. (the “**Zealandia Purchaser**”) submitted an executed copy of a purchase agreement to the Receiver on October 4, 2024, which has since been amended and superseded by an Asset Purchase Agreement dated November 4, 2024 (the “**Zealandia Purchase Agreement**”), between the Receiver, as vendor, and the Zealandia Purchaser, as purchaser.
41. The Zealandia Purchase Agreement was approved by the Court, on November 12, 2024, pursuant to the First Approval and Vesting Order.
42. The Zealandia Purchase Agreement contemplated the purchase, by the Zealandia Purchaser, of the following FCC Secured Property:
 - (a) the Zealandia Lands;
 - (b) Books and Records relating to Zealandia Lands; and
 - (c) Equipment and fixtures on the Zealandia Lands,(collectively, the “**Zealandia Purchased Assets**”).
43. The closing conditions for the Zealandia Purchase Agreement have been satisfied, including payment of the Purchase Price, minus the Deposit, to the Receiver. The Zealandia Purchase Agreement closed as of November 29, 2024. The Receiver will issue the First Receiver’s Certificate to the Zealandia Purchaser and the Court, confirming that all conditions to Closing of the Zealandia Purchase Agreement have all been satisfied by the Zealandia Purchaser and the Receiver.

Lajord Bid

44. C2 Farms (the “**Lajord Purchaser**”) submitted an executed copy of a purchase agreement to the Receiver on October 4, 2024, which has since been amended and

superseded by an Asset Purchase Agreement dated November 4, 2024 (the “**Lajord Purchase Agreement**”), between the Receiver, as vendor, and the Lajord Purchaser, as purchaser.

45. The Lajord Purchase Agreement was approved by the Court on November 12, 2024, pursuant to the Second Approval and Vesting Order. Among other things, Second Approval and Vesting Order authorized the Receiver to complete such minor amendments to the Lajord Purchase Agreement as the Receiver may deem necessary, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction under the Lajord Purchase Agreement.
40. The Lajord Purchase Agreement contemplated the purchase, by the Lajord Purchaser, of the following FCC Secured Property:
 - (a) the Leasehold Lands;
 - (b) Books and Records relating to the Leasehold Lands; and
 - (c) Equipment and fixtures on the Leasehold Lands,(collectively, the “**Lajord Purchased Assets**”).
43. At the request of the Lajord Purchaser, the closing conditions for the Lajord Purchase Agreement have recently been amended pursuant to an amending agreement dated January 20, 2025 (the “**Lajord Amending Agreement**”) to, among other things, extend the Outside Date under the Lajord Purchase Agreement to January 31, 2025.²
44. As consideration for the extension of the Outside Date, the Lajord Purchaser agreed to pay an increased Deposit to the Receiver. Specifically, pursuant to the Lajord Amending Agreement, the Deposit will constitute 15% of the Purchase

² As of the date of this Report, the Receiver anticipates no issues with closing by the Outside Date of January 31, 2025. The Receiver is ready and able to close the transaction and is just awaiting Purchaser’s confirmation to close the transaction.

Price, instead of 10%, which required an additional \$167,500 to be paid on January 13, 2025 (the “**Additional Deposit**”). Additionally, on Closing, the Purchaser will reimburse the Receiver for carrying costs arising since the prior Outside Date of November 15, 2024.

45. The Additional Deposit was received, by the Receiver, on January 20, 2025.
46. The Receiver is of the view that it is likely that the Lajord Purchase Agreement will close by no later than January 31, 2025. At Closing, the Receiver will issue the Second Receiver’s Certificate to the Court, confirming that all conditions to Closing have either been satisfied or waived by both the Lajord Purchaser and the Receiver.

F. THE VIGRO LANDS AND THE THIRD APPROVAL AND VESTING ORDER

47. Following the granting of the First Approval and Vesting Order and the Second Approval and Vesting Order, the Receiver continued to advance its discussions with third parties, including those identified by the SISP, to locate a purchaser for the Vigro Lands. The Receiver experienced challenges locating a purchaser due to concerns arising from the potential encroachment of the facility on the Vigro Lands over a neighbouring property.
48. The Receiver continued to engage in discussions and negotiations with third parties to locate a purchaser. In late November, 2024, the Receiver received a bid from the Vigro Purchaser and entered into the best agreement available for the Vigro Lands.
49. The Receiver understands that the Vigro Purchaser is a crops processor, supplier and exporter based in Saskatchewan that provides a range of organic and conventional grains, pulses, and oilseeds. As such, the Receiver understands that the Vigro Purchaser has experience in the pulse industry and a track record managing businesses in this industry in Saskatchewan.

50. The Receiver and the Vigro Purchaser have negotiated the Vigro Purchase Agreement, which contemplates the purchase, by the Vigro Purchaser, of the following Vigro Purchased Assets:
- (a) the Vigro Lands;
 - (b) Books and Records relating to Vigro Lands; and
 - (c) Equipment and fixtures on the Vigro Lands.
51. The Vigro Purchase Agreement provides for the following;:
- (a) the issuing and entering of the Third Approval and Vesting Order as a condition precedent to Closing;
 - (b) at the Closing Time, the Receiver shall sell, assign, transfer, and convey to the Vigro Purchaser, and the Vigro Purchaser shall purchase and assume from the Receiver, all right, title, interest of the Debtors in, to and under the Purchased Assets described in Schedule “A” of the Vigro Purchase Agreement, free and clear of any and all Encumbrances except Permitted Encumbrances;
 - (c) the Vigro Purchaser is acquiring the Vigro Purchased Assets on an “as is, where is” basis; and
 - (d) from and after Closing, the Vigro Purchaser shall assume and be liable for the Assumed Liabilities, as defined in section 2.3 of the Vigro Purchase Agreement, which include all Liabilities under or in respect of the Permitted Encumbrances, the ownership, operation or use of the Purchased Assets from and after closing, and environmental and remediation obligations.
53. A redacted copy of the Vigro Purchase Agreement is attached hereto as **Schedule “A”** and an unredacted copy is attached hereto as **Confidential Schedule “1”**.

54. The Vigro Purchaser has paid the Deposit contemplated by the Vigro Purchase Agreement to the Receiver, which is currently being held by the Receiver in a non-interest-bearing trust account.
55. Upon the closing conditions being satisfied, including payment of the Purchase Price minus the Deposit to the Receiver, the Receiver shall issue the Third Receiver's Certificate to the Court confirming that all conditions to Closing have either been satisfied or waived by both the Vigro Purchaser and the Receiver.

G. VIGRO PURCHASE AGREEMENT: RECEIVER'S RECOMMENDATIONS

56. The Receiver recommends that this Court grant the relief sought in the motion for the approval of the Vigro Purchase Agreement, in the form of the Third Approval and Vesting Order, for the following reasons:
 - (a) the Vigro Lands have been exposed to the market for approximately twenty-seven weeks. The Receiver believes the market has been well-canvassed and a further marketing of the Vigro Lands is unlikely to result in any offers superior to the Vigro Purchase Agreement. The SISP deadline passed months ago with no other prospective bidders having been identified, and no other bids having been received, and the Vigro Lands are subject to a potential encroachment issue which has resulted in difficulties marketing and obtaining offers for the property;
 - (b) the Vigro Purchase Agreement is the result of the highest and best offer received for the Vigro Lands. The Receiver, in consultation with the Sale Agent, is of the view that the Vigro Purchase Agreement represents the greatest value attainable for the Vigro Lands in the circumstances;
 - (c) the Vigro Purchaser is well-situated to complete a transaction and is a logical purchaser for the Vigro Purchased Assets, including as it is in the same business as the Debtors. The Receiver understands that the Vigro

Purchaser has experience in the industry and the capability to utilize the corresponding facilities;

(d) it appears that the alternative to the Vigro Purchase Agreement would be a fire sale of the Vigro Purchased Assets. Based on, among other things, initial discussions the Receiver has had with speciality auctioneers, the Receiver is of the view that a fire sale or sale under bankruptcy would be unlikely to generate net proceeds greater than the contemplated transactions; and

(e) FCC, the primary secured lender, supports the transactions.

57. The Receiver requests that the unredacted Vigro Purchase Agreement, which includes the purchase price to be paid for the Vigro Purchased Assets, be filed with the Court on a confidential basis, subject to a sealing order pending further order of the Court (the “**Sealing Order**”). The unredacted Purchase Agreement contains confidential and commercially sensitive information. If released, this may jeopardize any subsequent attempts to market the Vigro Purchased Assets for the highest and best price if the Vigro Purchase Agreement fails to close. The Receiver is not aware of any party that will be prejudiced if the information is sealed and, accordingly, believes that the proposed Sealing Order is appropriate in the circumstances.

58. Based on the foregoing, it is the Receiver’s view that the transaction contemplated by the Vigro Purchase Agreement will generate the best value for the benefit of all stakeholders. The Receiver respectfully recommends that this Court make the order requested, including authorizing the Receiver to enter into the Vigro Purchase Agreement *nunc pro tunc* and take any and all steps necessary to complete the steps contemplated therein.

H. DISTRIBUTIONS

59. The Receiver received an independent legal opinion from the Receiver's legal counsel, McCarthy Tétrault LLP ("McCarthys") with respect to the validity and enforceability of the security granted by the Debtors to FCC. The security opinion indicated that, subject to the customary and standard assumptions, qualifications and limitations contained therein, FCC's security is effective, valid and enforceable against the FCC Secured Property, in accordance with its terms, and is properly registered against the FCC Secured Property.
60. The Receiver is not aware of any pre-filing claims against the FCC Secured Property that rank ahead of FCC.³ As outlined in the First Report of the Receiver, while the Receiver determined that there were unearned premiums in respect of terminated insurance policies, it remitted funds to First in respect of the insurance policy that was terminated. All outstanding premiums to First have been paid, the Receiver is no longer utilizing this policy as the insurance expired on October 1, 2024. Since then, all other insurance policies have been renewed and premiums have been paid upfront (such that no unearned insurance premiums will be included in the amounts to be distributed).⁴
61. Upon appointment of the Receiver and the Siena Receiver over the Debtors, the Siena Receiver had incurred general administration costs related to the administration of the Debtors' estate to the benefit of both the Siena Receiver and Receiver. The Receiver will hold discussions with Siena on any shared costs that need to be reimbursed or any other disputed amounts, which the Receiver understands would be no more than \$50,000. To account for the Siena Receiver's costs, the Receiver will hold back \$50,000 of the proceeds.

³ As outlined in the First Report of the Receiver dated August 13, 2024, FCC and Siena entered into an Intercreditor Agreement establishing FCC's priority over the FCC Secured Property. While FCC entered into a Limited Subordination Agreement with 35 Oak Holdings Ltd., this relates to secured property in Alberta that does not form part of the FCC Secured Property.

⁴ First Report of the Receiver, [paras. 45-48](#).

62. The Receiver is satisfied that, upon the closing of the Purchase Agreements, it is appropriate to make a distribution from the proceeds of sale of the FCC Secured Property (specifically, proceeds from the Real Property transactions) up to the total amount of \$6,525,000 (plus accrued interest, if any) to FCC at this time, subject to costs incurred and any further reserves that the Receiver considers appropriate or desirable.

I. RECEIPTS AND DISBURSEMENTS

63. The following table summarizes the receipts and disbursements of the Receiver during the period from November 1, 2024 to January 24, 2025 (the “**Reporting Period**”):

Receipts and Disbursements (November 1, 2024 - January 24, 2025)	
Receipts	
Proceeds from Sale of FCC Secured Property	\$ 2,706,594
Receiver's Certificate Borrowing	150,000
Interest on Trust Funds	4,302
Total Receipts	\$ 2,860,896
Disbursements	
Professional Fees	(62,666)
Subcontractors	(89,110)
Insurance	(18,260)
Utilities	(13,111)
Repairs and Maintenance	(2,124)
Other	-
Operating Costs	(122,605)
Total Disbursements	\$ (185,271)
Net Receipts and Disbursements Before Distributions	\$ 2,675,625
Distributions to Farm Credit Canada	
Total Distributions to Farm Credit Canada	\$ -
Net Receipts and Disbursements After Distributions	\$ 2,675,625

64. The table provided at Appendix A summarizes the year-to-date receipts and disbursements of the Receiver during the period from May 30, 2024 to January 24, 2025.

65. Notes to the Receiver's statements of receipts and disbursements during the Reporting Period are as follows:

- (a) *Proceeds from Sale of FCC Secured Property* includes the net proceeds received from the sale of the Zealandia Purchase Agreement. The proceeds include amounts transferred from the Receiver's non-interest bearing deposit account and funds received on closing;
- (b) *Receiver's Certificate Borrowing* includes funds borrowed to fund the administration of the Receivership from FCC;
- (c) *Professional Fees* includes payments to the Receiver for the administration of the Receivership;
- (d) *Subcontractors* includes amounts paid to the Key Consultants to assist the Receiver in facilitating the administration of the Receivership including securing and maintaining the FCC Secured Property. This also includes some payments of the KCRP to certain subcontractors in accordance with the Court-approved KCRP;
- (e) *Insurance* includes payments of various insurance premiums to secure the FCC Secured Property;
- (f) *Utilities* includes payments to various vendors for certain utilities provided at each of the Zealandia Lands, Leasehold Lands, and Vigro Lands; and
- (g) *Repairs and Maintenance* includes payments to various vendors for upkeep at each of the Zealandia Lands, Leasehold Lands, and Vigro Lands.

J. ACTIVITIES OF THE RECEIVER

66. The Ancillary Relief Order granted at the Sale Approval Motion approved, among other things:

- (a) the Second Report and the conduct and activities of the Receiver described therein;
 - (b) the Receiver's statement of receipts and disbursements for the period August 14, 2024 to October 31, 2024 as set out in the Second Report; and
 - (c) sealing Confidential Schedule "1" and Confidential Schedule "2" to the Second Report, subject to further order of the Court.
67. The Receiver's activities, following the issuance of the Second Report, have included, among other things:
- (a) posting and updating the Receiver's website with all public documents as it relates to the within proceeding;
 - (b) paying the Key Consultants for services provided to the Receiver during the SISF including making payments in accordance with the KCRP;
 - (c) responding to inquiries from various stakeholders;
 - (d) coordinating with the Siena Receiver in respect of various matters;
 - (e) advancing the transactions contemplated by the Lajord Purchase Agreement and the Zealandia Purchase Agreement and attending to pre-closing matters, including the negotiation of the Lajord Amending Agreement;
 - (f) consulting with prospective purchasers for the Vigro Lands;
 - (g) negotiating the Vigro Purchase Agreement;
 - (h) reviewing, with FCC, the offers received for the FCC Secured Property;
 - (i) attending to other administrative matters relating to these proceedings; and,
 - (j) preparing this Third Report and the corresponding motion materials.

K. NEXT STEPS

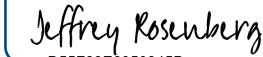
68. If the Court approves the relief sought by the Receiver with respect to the Purchase Agreements, the next steps by the Receiver will involve the following:
- (a) working with Receiver's counsel and the Purchaser's counsel to close the transaction contemplated by the Vigro Purchase Agreement and the amended Lajord Purchase Agreement;
 - (b) completing the distribution of proceeds to FCC as transactions close; and
 - (c) attending to administrative matters relating to these proceedings.

L. RECOMMENDATION

69. The Receiver respectfully submits this Third Report in support of the Third Approval and Vesting Order and the Distribution Order.

Dated this 27th day of January, 2025.

FTI Consulting Canada Inc.
The Receiver of Global Food and Ingredients Inc. and GFI Brands Inc. in respect of the
FCC Secured Property

DocuSigned by:

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Jeffrey Rosenberg
Senior Managing Director

SCHEDULE A

ASSET PURCHASE AGREEMENT

This Agreement is made as of the 2nd day of December, 2024 (the “**Effective Date**”)

AMONG:

FTI CONSULTING CANADA INC., solely in its capacity as Court-appointed receiver of the assets that constitute FCC Secured Property (as defined below) of **GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.**, and not in its personal or corporate capacity (the “**Vendor**”)

- and -

FOODLIFE GROUP INC. (the “**Purchaser**”)

RECITALS:

A. **WHEREAS** by order (the “**Receivership Order**”) granted on May 30, 2024 in the receivership proceedings of Global Food and Ingredients Inc. (“**Global Food**”) and GFI Brands Inc. (“**GFI Brands**”) and together with Global Foods, the “**Debtors**”) under the *Bankruptcy and Insolvency Act* (the “**BIA**”) and the *Courts of Justice Act* (“**CJA**”), Court File No. CV-24-00720526-00CL (the “**Receivership Proceeding**”), FTI Consulting Canada Inc. was appointed as receiver (in such capacity, the “**Receiver**”) of among other things, the assets, undertakings and properties of the Debtors that constitute FCC Secured Property upon an application by Farm Credit Canada (“**FCC**”);

B. **WHEREAS** pursuant to an order made in the Receivership Proceedings dated August 19, 2024, the Receiver obtained the approval of the Court to implement a sale process (the “**Sale Process**”) with respect to certain assets of the Debtors (the “**Sale Process Order**”); and

C. **WHEREAS** in the event that this Agreement is selected as the Successful Bid (as defined herein) in the Sale Process, the Purchaser desires to acquire the Purchased Assets (as defined herein) subject to, and in accordance with, the terms and conditions set forth in this Agreement, the Sale Process Order, and obtaining Court approval of the Transaction (as defined herein).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

“**Affiliate**” has the meaning given to the term “affiliate” in the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44.

“**Agreement**” means this asset purchase agreement, as may be amended and restated from time to time in accordance with the terms hereof, with the consent of the Receiver, and “**Article**” and “**Section**” mean and refer to the specified article, section and subsection of this Agreement.

“**Applicable Law**” means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction,

regulatory policy, standard, code or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

“Approval and Vesting Order” means an order by the Court, in form and substance satisfactory to the Vendor and Purchaser, each acting reasonably, among other things, approving and authorizing this Agreement and the Transaction and vesting in and to the Purchaser the Purchased Assets free and clear of any and all Encumbrances except the Permitted Encumbrances.

“Assignment and Assumption Agreement” means an assignment and assumption agreement, in form and substance satisfactory to the Parties, acting reasonably, evidencing the assignment to the Purchaser of the Debtors’ rights, benefits and interests in, to and under the Purchased Assets and assumption by the Purchaser of all of the Assumed Liabilities, which shall include an indemnity in favour of the Vendor from the Purchaser in respect of any Claims arising with respect to the Purchased Assets and Assumed Liabilities from and after the Closing Time.

“Assignment Order” means an order of the Court, in form and substance satisfactory to the Purchaser, acting reasonably, assigning to the Purchaser the rights and obligations of Global Food under the Assumed Contracts for which a consent for the assignment of the Assumed Contracts has not been obtained, and which will include, if necessary, a mechanism for the resolution of any disputed Cure Costs.

“Assumed Contracts” means those assets enumerated in Schedule “B” hereto.

“Assumed Liabilities” has the meaning set out in Section 2.3.

“Backup Bid” has the meaning set out in the Sale Process.

“Backup Bid Expiration Date” has the meaning set out in the Sale Process.

“BIA” has the meaning set out in the recitals hereto.

“Books and Records” means without limitation, all books, databases, customer lists, engineer drawings, and records, whether tangible or electronic which contain any information relating to any of the foregoing.

“Business Day” means a day on which banks are open for business in Regina, Saskatchewan, but does not include a Saturday, Sunday or statutory holiday in the Province of Saskatchewan.

“Cash Purchase Price” has the meaning set out in Section 3.3(b).

“CJA” has the meaning set out in the recitals hereto.

“Claims” means any and all past, present and future claims, charges, suits, proceedings, liabilities, deficiencies, demands, controversies, actions, causes of action, obligations, losses, damages, penalties, orders, judgments, costs, expenses, fines, amounts paid in settlement, disbursements, legal fees on a substantial indemnity basis, and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever, including, without limitation, any labour grievances, pay equity claims, and successor employer claims.

“Closing” means the closing and consummation of the Transaction.

“**Closing Date**” means the date that is five (5) Business Days after the date upon which the conditions set forth in Section 6 have been satisfied or waived, other than any conditions set forth in Section 6 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Vendor and the Purchaser in writing).

“**Closing Time**” means 12:01 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

“**Court**” means the Ontario Superior Court of Justice (Commercial List).

“**Cure Costs**” means, in respect of the Assumed Contracts, all amounts, costs, fees and expenses: (i) required to be paid to remedy Global Food’s monetary defaults in relation to the Assumed Contracts, other than those arising by reason only of Global Food’s bankruptcy, insolvency or failure to perform a non-monetary obligation; (ii) necessary to secure a counterparty’s or any other necessary Person’s consent to the assignment of the Assumed Contracts; or (iii) as may be required pursuant to the Approval and Vesting Order or the Assignment Order, as applicable, and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to the Assumed Contracts.

“**Debtors**” has the meaning set out in the recitals hereto.

“**Deposit**” has the meaning set out in Section 3.3(a).

“**Deposit Repayment**” has the meaning set out in Section 3.4.

“**Effective Date**” has the meaning set out in the preamble hereto.

“**Encumbrance**” means any security interest (whether contractual, statutory or otherwise), lien, Claim, charge, right of retention, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, mortgage or right of a third party (including any contractual rights such as purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease) in each case whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise.

“**Environmental Condition**” has the meaning set out in Section 4.3(a).

“**Environmental Laws**” means all Applicable Laws concerning pollution or protection of the natural environment or otherwise relating to the environment or health or safety matters, including Applicable Laws pertaining to (i) reporting, licensing, permitting, investigating and remediating the presence of Hazardous Materials, and (ii) the discharge, release, spill, generation, removal, transportation, storage, use, handling, manufacturing, processing, treatment, release, disposal or exposure to any Hazardous Materials.

“**ETA**” means the Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder.

“**Equipment**” means Goods that are not Inventory or Consumer Goods now or hereafter owned by the Debtors and customarily located at or situated upon the Real Property, and any part thereof including all tools, supplies, spare parts, apparatus, plant, furniture, fixtures, equipment, machinery, conveyors, machine tools, data processing and computer equipment, including embedded software and peripheral equipment and all engineering, processing and manufacturing equipment, HVAC systems, elevation systems and storage equipment, automotive equipment, trailers, motor vehicles

trucks, forklifts, molds, dies, stamps, rolling stock and other equipment of every kind and nature whatsoever and all accessories, additions and accessions thereto, and any building components that are affixed to the real and immoveable property that comprise the Real Property and constitute real property at law.

“**FCC**” has the meaning set out in the recitals hereto.

“**FCC Secured Property**” has the meaning provided to it in the Receivership Order.

“**GFI Brands**” has the meaning set out in the recitals hereto.

“**Global Food**” has the meaning set out in the recitals hereto.

“**Governmental Authority**” means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

“**GST/HST**” means the goods and services tax/harmonized sales tax imposed under the ETA.

“**GST/HST Declaration and Indemnity**” has the meaning set out in Section 3.5(e).

“**Hazardous Materials**” means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Governmental Authority and any “contaminants”, “dangerous substances”, “hazardous materials”, “hazardous substances”, “hazardous wastes”, “industrial wastes”, “liquid wastes”, “pollutants” and “toxic substances”, all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health or safety matters.

“**Indemnitees**” has the meaning set out in Section 4.4(a).

“**ITA**” means the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.).

“**Lease**” means the lease dated October 1, 2015 between Stewart Southern Railway Inc., as landlord, and Canpulse Foods Ltd., as tenant (whose interest was subsequently assigned to 11567403 Canada Inc. and further assigned to Global Food), relating to the premises municipally known as 100 South Railway Avenue, Lajord No. 128, Saskatchewan.

“**Liability**” means, with respect to any Person, any and all liabilities or obligations of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, matured or unmatured, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“**Outside Date**” means 11:59 pm (Toronto time) on November 15, 2024, or such later date and time as the Vendors and the Purchaser may agree to in writing.

“**Parties**” means the Vendors and the Purchaser, and “**Party**” means any one of them.

“Permitted Encumbrances” means the Encumbrances in Schedule “C”.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

“Post-Closing Environmental Indemnity” has the meaning set out in Section 4.4(a).

“PST” means the provincial sales tax imposed under the *Provincial Sales Tax Act* (Saskatchewan) or imposed under any similar provincial sales or retail sales tax legislation.

“Purchased Assets” means those assets enumerated in Schedule “A” hereto and any Assumed Contracts.

“Purchase Price” has the meaning set out in Section 3.1.

“Purchaser” has the meaning set out in the preamble hereto.

“Real Property” means any right, title or interest of the Debtors in and to all real (immovable) property listed at Schedule “A” hereto.

“Receiver” has the meaning set out in the recitals hereto.

“Receiver’s Certificate” has the meaning set out in Section 6.1(d).

“Receivership Order” has the meaning set out in the recitals hereto.

“Receivership Proceeding” has the meaning set out in the recitals hereto.

“Sale Process” has the meaning set out in the recitals hereto.

“Sale Process Order” has the meaning set out in the recitals hereto.

“Successful Bid” has the meaning set out in the Sale Process.

“Taxes” means, whether disputed or not, (i) with respect to any Person, all supranational, national, federal, provincial, territorial, state, local or other taxes, including income taxes, corporation taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, GST/HST, PST, retail sales taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, sales taxes, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

“Transaction” the transaction contemplated by this Agreement whereby the Purchaser will acquire the Purchased Assets subject to the terms of this Agreement.

“**Transfer Taxes**” means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST and PST.

“**Vendor**” has the meaning set out in the preamble hereto.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 General Construction

The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular section hereof. The expression “Section” or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term “including” means “including, without limitation,” and such terms as “includes” have similar meanings and the term “third party” means any other Person other than the Vendors or the Purchaser, or any Affiliates thereof.

1.5 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

1.7 Schedules

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule “A” – Purchased Assets

Schedule “B” – Assumed Contracts

Schedule “C” – Permitted Encumbrances

Schedule “D” – Purchase Price Allocation

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article,

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets

At the Closing Time, subject to the terms and conditions of this Agreement, the Vendor shall sell, assign, transfer and convey to the Purchaser pursuant to the Approval and Vesting Order, and the Purchaser shall purchase and assume from the Vendor, all of right, title and interest of the Debtors in, to and under the Purchased Assets and Assumed Liabilities free and clear of any and all Encumbrances except Permitted Encumbrances.

2.2 Transfer of Purchased Assets and Non-Assumption of Liabilities

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, legal and beneficial ownership of the Purchased Assets shall transfer from the Debtors to the Purchaser on the Closing Date.

2.3 Assumed Liabilities

From and after Closing, the Purchaser shall assume, pay, honor, fulfill, perform, and be liable for, as the case may be, the Assumed Liabilities as and when due. The Assumed Liabilities shall consist of the Liabilities incurred under or in respect of:

- (a) Permitted Encumbrances;
- (b) The ownership, operation or use of the Purchased Assets from and after the Closing Date including all Liabilities under the Assumed Contracts; and
- (c) The Environmental Condition, and any and all Liabilities for the remediation of the soil and groundwater in, on, over, under or flowing through, onto or from the Real Property or any part thereof.

(the foregoing being the “**Assumed Liabilities**”).

2.4 Assignment and Assumption of Assumed Contracts

- (a) Each of the Parties shall use reasonable commercial efforts to obtain, as may be required by the terms of the Assumed Contracts, all consents and approvals required to assign the Assumed Contracts to the Purchaser. To the extent that the Assumed Contracts are not assignable without the consent or approval of the counterparty or any other Person, and such consent or approval has not been obtained prior to the Closing Date: (i) Global Food’s interest in, to and under the Assumed Contracts may be conveyed to the Purchaser pursuant to an Assignment Order; (ii) the Vendor will use commercially reasonable efforts to obtain an Assignment Order in respect of the Assumed Contracts on or prior to the Closing Date; and (iii) if an Assignment Order is obtained in respect of such Assumed Contract, the Purchaser shall accept the assignment of such Assumed Contract on such terms.

- (b) To the extent that any Cure Costs are payable with respect to the Assumed Contracts, the Purchaser shall be responsible for and shall pay all such Cure Costs, which shall be paid either directly to the counterparty or to the Receiver, which Cure Costs shall be in addition to the Purchase Price. Unless the Parties otherwise agree, to the extent that any Cure Cost is payable with respect to the Assumed Contracts, where the Assumed Contracts are assigned pursuant to an Assignment Order, the Purchaser shall pay such Cure Costs in accordance with such Assignment Order, and where the Assumed Contracts is not assigned pursuant to an Assignment Order, the Purchaser shall pay such Cure Costs in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty.
- (c) It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security, including without limitation any Cure Costs that may be required by Governmental Authorities or any third parties to permit the transfer of the Purchased Assets, including the Assumed Contracts, to the Purchaser.

2.5 Permitted Encumbrances

The Purchaser acknowledges that the Vendor undertakes no obligation to discharge the Permitted Encumbrances on the Closing or thereafter.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The purchase price payable by the Purchaser for the Purchased Assets shall be [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3.

3.2 Allocation of Purchase Price

The Vendor and the Purchaser agree to allocate the Purchase Price to the Purchased Assets in a manner to be agreed to by the Parties, each acting reasonably, before Closing but in substantially the form included as Schedule "D" hereto.

3.3 Satisfaction of Purchase Price

The Purchaser shall pay and satisfy the Purchase Price in accordance with the following:

- (a) Deposit. The Purchaser shall initiate a wire transfer to the Vendor for a deposit in the amount of [REDACTED] of the Purchase Price, along with proof of the wire transfer, upon execution of this Agreement, to be dealt with in accordance with this Agreement and credited against the Purchase Price at Closing (the "**Deposit**"). The Deposit shall be held in a non-interest-bearing trust account.
- (b) Cash Purchase Price. At the Closing Time, the Purchaser shall pay to the Receiver the balance of the Purchase Price, being [REDACTED], in immediately available funds (the "**Cash Purchase Price**").

3.4 Deposit Repayment

In the event that this Agreement is not the Successful Bid or Backup Bid for the Purchased Assets, the Vendor shall repay in full the Deposit within five (5) Business Days of the selection of the Successful Bid for the Purchased Assets (the “**Deposit Repayment**”).

In the event that this Agreement is selected as the Backup Bid and the transaction contemplated by the Successful Bid closes, then the Vendor shall repay in full the Deposit within five (5) Business Days of the Backup Bid Expiration Date.

3.5 Transfer Taxes

The Parties agree that:

- (a) The Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay any and all Transfer Taxes pertaining to the Purchaser’s acquisition of the Purchased Assets.
- (b) Where the Debtors are required under Applicable Law to collect or remit Transfer Taxes, the Purchaser will pay the amount of such Transfer Taxes to the Receiver (on behalf of the Debtors) at Closing.
- (c) Except where the Debtors are required under Applicable Law to collect or pay such Transfer Taxes, the Purchaser shall pay such Transfer Taxes directly to the appropriate Governmental Authority or other entity within the required time period and shall file all necessary documentation with respect to such Transfer Taxes when due. If the Receiver on behalf of the Debtors is required under Applicable Law to pay any such Transfer Taxes that are not paid by the Purchaser at Closing, the Purchaser shall promptly reimburse the Receiver the full amount of such Transfer Taxes upon delivery to the Purchaser of copies of receipts showing payment of such Transfer Taxes.
- (d) The Purchaser shall indemnify the Vendor for, from and against any Transfer Taxes (including any interest and/or penalties imposed by a Governmental Authority) that the Vendor may be assessed or reassessed for and may pay or for which the Vendors may become liable as a result of any failure by the Purchaser to pay or remit such Transfer Taxes.
- (e) The Purchaser hereby agrees and represents that:
 - (i) The Purchaser shall be responsible for and pay, on the Closing Date, any Taxes payable upon or in connection with the conveyance or transfer of the Purchased Assets, including any GST/HST and PST.
 - (ii) The Purchaser shall be purchasing the Purchased Assets on the Closing Date, as principal for its own account and not as an agent, trustee or otherwise on behalf of another person or party.
 - (iii) The Purchaser will be registered under subdivision D of Division V of the ETA for the purposes of collection and remittance of GST/HST and shall provide such registration number to the Vendor prior to the Closing Date.
 - (iv) The Purchaser shall be liable for, and shall self-assess and remit to the appropriate governmental authority, all GST/HST which is payable under the ETA in connection with the supply by way of sale of any real property made pursuant to this Agreement, all in accordance with subsections 221(2) and 228(4) of the ETA and which GST/HST shall be in addition to the Purchase Price;

- (v) The Purchaser shall be liable for, and the Vendor shall collect on the Closing Date, all GST/HST and PST payable by the Purchaser in connection with the supply of any property other than the supply by way of sale of real property made pursuant to this Agreement, all in accordance with the ETA and the PST legislation and which GST/HST and PST shall be in addition to the Purchase Price;
- (vi) The Purchaser shall be liable for, and the Vendor shall collect on the Closing Date, all other Transfer Taxes which are payable by the Purchaser and collectible by the Vendor under Applicable Law in connection with the sale or transfer of the Purchased Assets pursuant to this Agreement, all in accordance with Applicable Law and which Transfer Taxes shall be in addition to the Purchase Price.
- (vii) The Purchaser shall indemnify and save harmless the Vendor from and against any and all Transfer Taxes, penalties, costs and/or interest which may become payable by or assessed against the Vendor or any and all Claims incurred, suffered or sustained by the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser on the Closing Date in connection with any matter raised in this Section 3.5(e) or contained in any declaration referred to herein; and
- (viii) The Purchaser shall tender on Closing a declaration and indemnity confirming the provisions of this Section 3.5(e) and the Purchaser's GST/HST registration number (the "**GST/HST Declaration and Indemnity**").
- (ix) The provisions of this Section 3.5(e) shall survive and not merge on Closing.

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties of the Vendors

The Vendor hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Authority. Subject to obtaining and pursuant to the Vesting Order, the Vendor has the power, authority and capacity to enter into this Agreement, subject to its terms, and the authority to execute all instruments required by this Agreement to be delivered by it, and to perform its obligations hereunder and thereunder;
- (b) Registration. Global Food is registered for GST/HST purposes under the ETA and its registration number is ●. GFI Brand is registered for GST/HST purposes under the ETA and its registration number is ●.
- (c) Residency. To the knowledge of the Receiver, the Debtors are not a non-resident of Canada for purposes of the ITA or the ETA, as applicable.

4.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendor as of the date hereof and as of the Closing Time, and acknowledges that the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Purchaser is a corporation incorporated and existing under the **[to insert province of incorporation]**, is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (c) Approvals. No consent, waiver, authorization or approval of any person and no notice or declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement or all other agreements and instruments to be executed by the Purchaser or the performance of its obligations hereunder or thereunder.
- (d) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the organizational documents of the Purchaser.
- (e) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order.
- (f) Residency. The Purchaser is not a non-resident of Canada for purposes of the ITA or ETA, as applicable. Further, the purchase and assumption of the Purchased Assets by the Purchaser will not violate or be non-compliant with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, S.C. 2022, c. 10, s. 235.
- (g) Registration. The Purchaser is registered for GST/HST purposes under the ETA and its registration number is #●, and such registration is valid and in good standing.¹
- (h) Investment Canada Act. The Purchaser is a Canadian within the meaning of the *Investment Canada Act*, R.S.C., 1985, c. 28 (1st Supp).
- (i) Solvency. The Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

4.3 As is, Where is

- (a) The Vendor is selling and the Purchaser is purchasing the Purchased Assets on an “as is, where is” and “without recourse” basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Closing Date, including any latent or patent defects in the Purchased Assets. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not

¹ Purchaser to provide PST number if the tangible assets are to be purchased on a PST free basis (i.e. Purchaser is relying on the purchase for resale exemption).

guarantee title to the Purchased Assets and that it has been advised of potential encroachment issues and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to any matter including, title, encumbrances, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning, permitted uses, encroachments, permits, compliance with Applicable Laws of Governmental Authorities, threatened claims, litigation, the existence or non-existence of Hazardous Materials flowing onto or from the Real Property or any part thereof, or in the air, surface or ground water flowing through, onto or from the Real Property, or any part thereof (the “**Environmental Condition**”), compliance with any or all Environmental Laws, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell or assign same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Saskatchewan) or similar legislation do not apply hereto and are hereby waived by the Purchaser. The descriptions of the Purchased Assets contained in this Agreement are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the completeness or accuracy of such descriptions. The Purchaser further acknowledges that all written and oral information (including analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor or any agent of the Vendor with respect to the Purchased Assets or otherwise relating to the Transaction has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete. The Purchaser further acknowledges that the Vendor shall not be under any obligation to deliver the Purchased Assets to the Purchaser and that it shall be the Purchaser’s responsibility to take possession of the Purchased Assets.

- (b) Subject to the Vendor’s representations and warranties set out in this Agreement and the Vendor’s obligations set out in this Agreement, the Purchaser, on behalf of itself and its successors and assigns, hereby releases the Vendor and its directors, officers, employees, agents and representatives from, and waives, any and all Claims it or they may be able to assert against the Vendor and its directors, officers, employees, agents and representatives for the Purchased Assets as it may relate to title, encumbrances, encroachments, description, fitness for purpose or use, merchantability, condition, quantity or quality, latent defects, cost, size, value, state of repair, zoning, permitted uses, permits, compliance with Applicable Laws of Governmental Authorities, threatened claims, litigation, Environmental Condition, compliance with any or all Environmental Laws. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Receiver to clean up or remove or pay for the cleanup or removal of any Hazardous Materials, remediate any condition or matter in, on, under or in the vicinity of the Real Property or seek an abatement in the Purchase Price or damages in connection with any Hazardous Materials. Except as may be provided in this Agreement, the Vendor shall have no obligation or responsibility to the Purchaser after Closing with respect to any matter relating to the Purchased Assets or the condition thereof.
- (c) The Purchaser shall accept the title to the Real Property subject to the Permitted Encumbrances.
- (d) The remedies expressly set forth in this Agreement are the Purchaser’s sole and exclusive remedies relating to this Agreement, the Transaction contemplated hereby and the Purchased Assets.

- (e) The Purchaser acknowledges and agrees that the enforceability of this Agreement against the Vendor is subject to entry of the Approval and Vesting Order.
- (f) This Section 4.3 shall survive Closing.

4.4 Purchaser Indemnity

- (a) The Purchaser shall indemnify and save harmless the Receiver and its directors, officers, employees, agents and representatives (collectively, the “**Indemnitees**”) from and against any and all Liabilities which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the operations of the Purchaser on the Real Property or any order (including, without limitation, any Governmental Order), notice, directive, or requirement under, or breaches, violations or non-compliance with any Environmental Laws but only to the extent that either occurs after the Closing Date or as a result of the generation, removal, disposal, transportation, storage, discharge, release or threat of discharge or release or spill at, on, in, under or about the Real Property of any Hazardous Materials after the Closing Date (the “**Post-Closing Environmental Indemnity**”).
- (b) The Post-Closing Environmental Indemnity shall also include any and all matters, events, incidents, discharges, releases, spills, breaches, violations or non-compliances with any Environmental Laws or matters involving any Hazardous Materials, that occurred or may have occurred prior to the Closing Date which are caused by, exacerbated by or contributed to by the Purchaser, but only to the extent of the liabilities caused by the Purchaser or the increase in liabilities caused as a result of actions of the Purchaser that exacerbated or contributed to such liabilities and for greater certainty, and without limiting the generality of the foregoing, shall not apply to any Liabilities resulting from the mere discovery of conditions already existing at the time of the Purchaser’s access, testing or inspections of the Real Property, except to the extent caused by, exacerbated by or contributed to by the Purchaser as a result of such access, testing or inspections, or following the Closing Date.
- (c) This Section 4.4 shall survive Closing.

4.5 Risk

The Purchased Assets will be at the Vendor’s risk until the completion of the Transaction contemplated herein on the Closing Date and thereafter at the Purchaser’s risk. If, before the Closing, all or any material part of the Purchased Assets is lost, damaged or destroyed or is appropriated, expropriated or seized by any Governmental Authority, then the Parties shall agree on an adjustment to the Purchase Price to account for such loss, damage, destruction, appropriation or seizure.

4.6 Receiver Liability

The Purchaser hereby expressly acknowledges and agrees that FTI Consulting Canada Inc. is acting only in its representative capacity as Court-appointed receiver of the Purchased Assets and shall have no personal liability under or as a result of entering into or carrying out the transaction which is the subject of this Agreement except in such capacity and without limitation to the generality of the foregoing FTI Consulting Canada Inc. shall have no liability under or as a result of entering into or carrying out of such transaction in its personal capacity.

ARTICLE 5 CLOSING ARRANGEMENTS

5.1 Closing

Closing shall take place on January 15\2025 effective as of the Closing Time electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

5.2 Vendors' Closing Deliveries

At or before **January 15\2025**, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

- (a) a true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (b) a copy of the Assignment Order, if applicable;
- (c) the Assignment and Assumption Agreement, duly executed by the Vendor;
- (d) a bring-down certificate of the Vendor dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time;
- (e) the Books and Records;
- (f) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

5.3 Purchaser's Closing Deliveries

At or before **January 15\2025**, the Purchaser shall deliver or cause to be delivered to the Vendor (or to the Proposal Trustee, as applicable), the following:

- (a) payment of the Cash Purchase Price in immediately available funds;
- (b) payment of all Transfer Taxes payable on Closing to the Vendor (or evidence of payment by the Purchaser thereof to the relevant Governmental Authorities) in accordance with Section 3.5;
- (c) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (d) a bring-down certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (e) evidence satisfactory to the Vendor that all Cure Costs owing to the counterparty under the Assumed Contracts are paid in full up to the Closing Date;
- (f) the GST/HST Declaration and Indemnity;

- (g) such other agreements, documents and instruments as may be reasonably required by the Vendors to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Conditions Precedent in favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction; and
- (c) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (d) Receiver's Certificate. The Receiver shall have provided an executed certificate of the Receiver substantially in the form attached to the Approval and Vesting Order (the "**Receiver's Certificate**") confirming that all other conditions to Closing have either been satisfied or waived by both the Purchaser and the Vendor.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in Section 6.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

6.2 Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Successful Bid. This Agreement shall have been designated as the Successful Bid in accordance with the terms of the Sale Process.
- (b) Vendors' Deliverables. The Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 5.2.
- (c) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (d) No Breach of Covenants. The Vendor shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 6.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set forth in this Section 6.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendors, with a copy to the Proposal Trustee, to terminate this Agreement.

6.3 Conditions Precedent in favour of the Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and payments contemplated in Section 5.3.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date, or (ii) if made as of a date specified therein, as of such date.
- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 6.3 may be waived by the Vendor in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set forth in this Section 6.3 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

6.4 Receiver's Certificate

The Parties hereby acknowledge and agree that the Receiver shall be entitled to deliver to the Purchaser and file with the Court the Receiver's Certificate upon receiving written confirmation from the Purchaser that all conditions to Closing in Sections 6.1 and 6.2 have been satisfied or waived and once the conditions set out in Section 6.3 have been satisfied or waived by the Receiver. The Receiver shall have no liability to the Purchaser or any other person as a result of filing the Receiver's Certificate.

ARTICLE 7 TERMINATION

7.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Vendor and the Purchaser;

- (b) by the Purchaser upon written notice to the Vendor if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser and, if the breach is curable, such breach has not been cured within five (5) Business Days following the date upon which the Purchaser notified the Vendor of such breach;
- (c) by the Vendor upon written notice to the Purchaser if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor and, if the breach is curable, such breach has not been cured within five (5) Business Days following the date upon which the Vendor notified the Purchaser of such breach;
- (d) by the Vendor or the Purchaser upon written notice to the other Parties if the Closing has not occurred on or prior to the Outside Date; provided that the failure to close by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement.

7.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 7.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder; except for the provisions of: (a) this Section 7.2; and (b) Section 3.4 with respect to the Purchaser's entitlement to the Deposit Repayment. The Parties agree that the Deposit shall be retained by the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty if the purchase and sale of the Purchased Assets is not completed pursuant to the Agreement as a result of the Purchaser's breach hereunder in full and final satisfaction of any Claims against the Purchaser related thereto. If this Agreement is terminated at any time other than as a result of a breach by the Purchaser, the Vendor shall promptly return the Deposit in full to the Purchaser. If the Transaction is terminated for any reason, the Purchased Assets may be resold by the Vendor.

8.1 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

- (a) in the case of the Purchaser, as follows:

Foodlife Group Inc.

Attention: ● Samir Maknojia
Email: ● samir@foodlifegroup.com

- (b) in the case of the Vendor, as follows:

FTI Consulting Canada Inc.
TD South Tower
79 Wellington Street West, Suite 2010
Toronto, ON M5K 1G8

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenbergfticonsulting.com

with a copy to:

McCarthy Tetrault LLP
TD Bank Tower
66 Wellington Street Wes, Suite 5300
Toronto, ON M5K 1E6

Attention: Heather Meredith
Email: hmeredith@mccarthy.ca

Sanea Tanvir
stanvir@mccarthy.ca

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

8.2 Confidentiality

The Purchaser and its agents, advisors and authorized representatives shall maintain in strict confidence, until the Closing Date, all information and materials delivered or made available pursuant to this Agreement, except as may reasonably be disclosed by the Purchaser:

- (a) to comply with laws requiring disclosure; or
- (b) otherwise agreed upon in writing by the Receiver.

In the event that the transaction contemplated in this Agreement is, for any reason whatsoever, not completed, then the Purchaser shall promptly return to the Vendor all materials delivered hereunder and deliver to the Vendor all copies of materials made available hereunder.

8.3 Calculation of Time

Unless otherwise specified, time periods referred to in this Agreement within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

8.4 Amendments and Waivers.

No amendment of any provision of this Agreement shall be binding on either Party unless agreed to in writing by each of the Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.

8.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

8.6 Survival

The representations and warranties of the Parties contained in this Agreement shall merge on Closing, provided that the representations, warranties and covenants of the Parties contained herein to be performed after the Closing shall survive Closing and remain in full force and effect.

8.7 Benefit of Agreement

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

8.8 Entire Agreement

This Agreement and the Schedules attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Vendors and the Purchaser. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as expressly provided.

8.9 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

8.10 Independent Legal Advice

Each of the Parties acknowledge that they have been afforded the opportunity of receiving independent legal advice concerning this Agreement, and in the event that any Party has executed this Agreement without the benefit of independent legal advice, such Party hereby waives the right to receive such independent legal advice.

8.11 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of Ontario therefrom.

8.12 Assignment

This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party hereto, which consent may be arbitrarily withheld, provided that the Purchaser may designate one or more related nominees to take title in and to the Purchased Assets, or any part thereof, by giving the Vendor written notice of such assignment at least two Business Days prior to the date of the hearing of the application for the Approval and Vesting Order.

8.13 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances,

transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

8.14 Counterparts

This Agreement may be executed electronically in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

8.15 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

8.16 Receiver's Capacity

In addition to all of the protections granted to the Receiver under the BIA or any order of the Court in this Receivership Proceeding, the Purchaser acknowledges and agrees that FTI Consulting Canada Inc., acting in its capacity as Receiver over the Purchased Assets and not in its personal capacity, is not a signatory to this Agreement and will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Receiver.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

For the Vendor:

FTI CONSULTING CANADA INC., solely in its capacity as court-appointed receiver and manager of Global Food and Ingredients Inc. and GFI Brands Inc.,

By: _____
Name:
Title:

For the Purchaser:

FOODLIFE GROUP INC.

By:  _____
Name: Samir Maknoja
Title: Director

I have authority to bind the Corporation.

Schedule "A"
Purchased Assets

[TO BE AMENDED AS PURCHASER DESIRES FOR PURPOSES OF BID]

REAL PROPERTY:

Vigro Lands – R.M. of Lajord No 128, Lajord, Saskatchewan (Surface panel #111788219) (“Vigro Lands”)

Title No. 155846559

Legal Description: BLK/PAR K LAN NO 101331425 EXTENSION 10 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE01294, DESCRIPTION 10

PERSONAL PROPERTY:

Books and Records related to Vigro Lands

Equipment and fixtures - Vigro Lands

Schedule "B"
Assumed Contracts

Schedule "C"
Permitted Encumbrances

[TO BE AMENDED AS PURCHASER DESIRES FOR PURPOSES OF BID]

Vigro – Title No. 155846559

Interest #	Interest Register #	Date	Particulars
195068335	195068335	25-Feb-1977	Easement Holder – PKM Cochin ULC

Schedule "D"
Purchase Price Allocation

Purchased Asset	Purchase Price Allocation
Vigro Lands	
Books and Records related to Vigro Lands	
Equipment and fixtures - Vigro Lands	
Assumed Contracts	

APPENDIX A

Global Foods and Ingredients Inc. (FCC Receivership)
Interim Summary of Receipts and Disbursements
May 30, 2024 to January 24, 2025

Receipts	
Proceeds from Sale of FCC Secured Property	\$ 2,712,244
Receiver's Certificate Borrowing	400,000
Interest on Trust Funds	6,561
Total Receipts	\$ 3,118,805
Disbursements	
Professional Fees	(62,666)
Sales Taxes	-
Repairs and Maintenance	(14,523)
Sub-Contractors	(224,713)
Utilities	(33,200)
Insurance	(89,184)
Other	(75)
Operating Costs	(361,696)
Total Disbursements	\$ (424,362)
Net Receipts and Disbursements Before Distributions	\$ 2,694,443
Distributions to Farm Credit Canada	
Total Distributions to Farm Credit Canada	\$ -
Net Receipts and Disbursements After Distributions	\$ 2,694,443

Tab 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) TUESDAY, THE 4TH
)
JUSTICE STEELE) DAY OF FEBRUARY, 2025
)

B E T W E E N:

FARM CREDIT CANADA

Applicant

- and -

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

**APPROVAL AND VESTING ORDER
(Vigro Lands)**

THIS MOTION, made by FTI Consulting Canada Inc. (“**FTI**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) over all assets, undertakings, and properties of Global Food and Ingredients Inc. (“**Global Foods Canada**”) and GFI Brands Inc. (“**GFI Brands**”, and together with Global Foods Canada, the “**Debtors**”, and each individually, a “**Debtor**”) that constitute “**FCC Secured Property**” (as such term is defined in the Order (Appointing Receiver), granted by the Honourable Justice Steele on May 30, 2024 (the (“**Appointment Order**”), in the within proceedings), for an order approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement between the Receiver and the Purchaser, Foodlife Group Inc. (the “**Vigro Purchaser**”) dated as of December 2, 2024 (the “**Vigro Purchase Agreement**”) and appended to the Third Report of the Receiver dated January

27, 2025 (the "**Third Report**"), and vesting in the Vigro Purchaser the Debtor's right, title and interest in and to the assets described in the Vigro Purchase Agreement (the "**Purchased Assets**"), was heard this day via judicial videoconference.

ON READING the Report and on hearing the submissions of counsel for the Receiver and those parties listed on the counsel slip, no one else appearing for any other person although duly served as appears from the affidavit of Meena Alnajar sworn on January 28, 2025, filed:

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that, if necessary, the time for service and filing of the Notice of Motion and Motion Record for this Order is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used but not defined herein have the meanings ascribed to them in the Appointment Order and the Vigro Purchase Agreement, as applicable.

SALE AGREEMENT APPROVAL

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Vigro Purchase Agreement by the Receiver is hereby authorized and approved, *nunc pro tunc*, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that the Vigro Purchase Agreement is a Successful Bid as defined in the Sale Process and the Receiver is authorized and empowered, *nunc pro tunc*, to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid.

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Vigro Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased

Assets shall, vest absolutely in the Vigro Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") excluding the permitted encumbrances listed on Schedule D hereto (the "**Permitted Encumbrances**") but including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated May 30, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario or Saskatchewan) or any other personal property registry system; and (iii) all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, the Vigro Lands or any part thereof or interest therein, and any agreements, leases, options, easements, rights of way, restrictions, executions, or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Vigro Lands or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Vigro Lands following the date referred to in Schedule C hereto but prior to the submission of an application to the Saskatchewan Registrar of Titles pursuant to paragraph 6 of this Order; and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances listed on Schedule D); and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. **THIS COURT ORDERS** that, pursuant to Section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1, the Saskatchewan Registrar of Titles shall be and is hereby directed to:

- (a) accept an application to surrender the existing title to the subject real property identified in Schedule B hereto (the "**Real Property**") and set up new titles to the Real Property in the name of the Vigro Purchaser or as it may direct as owner free and clear of any and all Encumbrances, save and except for the Permitted Encumbrances set out in Schedule D hereto; and

- (b) for greater certainty, discharge from title to the Real Property all of the Claims listed in Schedule C hereto.

7. **THIS COURT ORDERS** that, upon delivery of the Receiver's Certificate to the Vigro Purchaser, the Vigro Purchaser shall be and is hereby authorized to take such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets as may be reasonably required to conclude the Transaction and transfer title to the personal property identified in Schedule B hereto to the Vigro Purchaser free and clear of any and all Encumbrances provided that the Vigro Purchaser shall not be authorized to effect any discharge that would have the effect of releasing any Encumbrances against property other than the Purchased Assets.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Vigro Purchased Assets shall stand in the place and stead of the Vigro Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Vigro Purchased Assets with the same priority as they had with respect to the Vigro Purchased Assets immediately prior to the sale, as if the Vigro Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

10. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Vigro Purchased Assets in the Vigro Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that the Receiver is at liberty, authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this order and for assistance in carrying out the terms of this order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

13. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-24-00720526-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

FARM CREDIT CANADA

Applicant

- and -

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (the "**Court**") dated May 30, 2024, FTI Consulting Canada Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Global Food and Ingredients Inc. ("**Global Foods Canada**") and GFI Brands Inc. ("**GFI Brands**"), and together with Global Foods Canada, the "**Debtors**", and each individually, a "**Debtor**") that constitute "**FCC Secured Property**" (as such term is defined in the Order (Appointing Receiver), granted by the Honourable Justice Steele on May 30, 2024 (the "**FCC Receivership Order**"), in the within proceedings).

B. Pursuant to an Order of the Court dated February 4, 2025, the Court approved the agreement of purchase and sale made as of December 2, 2024 (the "**Vigro Purchase Agreement**") between the Receiver and Foodlife Group Inc. (the "**Vigro Purchaser**"). The Order has provided for the vesting in the Vigro Purchaser or as it may direct of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Vigro Purchaser of a certificate confirming (i) the payment by the Vigro Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 6 of the Vigro Purchase Agreement has been satisfied or waived by the Receiver and the Vigro Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Vigro Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Vigro Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Vigro Purchase Agreement;
2. The conditions to Closing as set out in Article 6 of each of the Vigro Purchase Agreement has been satisfied or waived by the Receiver and the Vigro Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

FTI Consulting Canada Inc., in its capacity as Receiver of the undertaking, property and assets of Global Food and Ingredients Inc. and GFI Brands Inc., and not in its personal capacity

Per: _____
Name:
Title:

Schedule B

REAL PROPERTY:

**Vigro Lands – R.M. of Lajord No 128, Lajord, Saskatchewan (Surface panel #111788219)
("Vigro Lands")**

Title No. 155846559

Legal Description: BLK/PAR K LAN NO 101331425 EXTENSION 10 AS DESCRIBED ON
CERTIFICATE OF TITLE 99SE01294, DESCRIPTION 10

PERSONAL PROPERTY:

Books and Records related to Vigro Lands

Equipment and fixtures - Vigro Lands

Schedule C – Claims to be deleted or expunged from title to Real Property as at December 2, 2024

Vigro – Title No. 155846559 (surface parcel #111788219)

Interest #	Interest Register #	Date	Particulars
195068346	123754237	29-Nov-2019 Interest Register Amendment Date: 04-Oct-2022	Mortgage Holder: Farm Credit Canada 1133 St. George Blvd., Suite 104 Moncton, NB, Canada E1E 4E1 Value: \$50,000,000.00 CAD
198477051	125976415	07-Feb-2024	Mortgage Holder: Siena Lending Group Canada LLC 9 W Broad St., Suite 540 Stamford, CT, United States of America 06902 Value: \$30,000,000.00 CAD

Schedule D – Permitted Encumbrances

Vigro – Title No. 155846559

Interest #	Interest Register #	Date	Particulars
195068335	195068335 Converted Instrument #: 77R07911 Feature #: 999999	25-Feb-1977 Interest Register Amendment Date: 14-Nov-2003	Easement Holder – PKM Cochin ULC

FARM CREDIT CANADA

Applicant

and

**GLOBAL FOOD AND INGREDIENTS
INC. and GFI BRANDS INC.**

Respondents

Court File No.: CV-24-00720526-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER
(VIGRO LANDS)**

McCarthy Tétrault LLP

Suite 5300

Toronto Dominion Bank Tower

Toronto ON M5K 1E6

Fax: (416) 868-0673

Heather Meredith LS#: 48354R

Tel: (416) 601-8342

Email: hmeredith@mccarthy.ca

Sanea Tanvir LS#: 77838T

Tel: (416) 601-8181

Email: stanvir@mccarthy.ca

Lawyers for the Receiver

Tab 4

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) TUESDAY, THE 4TH
)
JUSTICE STEELE) DAY OF FEBRUARY, 2025

B E T W E E N:

FARM CREDIT CANADA

Applicant

- and -

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

DISTRIBUTION ORDER

THIS MOTION, made by FTI Consulting Canada Inc. (“**FTI**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) over all assets, undertakings, and properties of Global Food and Ingredients Inc. (“**Global Foods Canada**”) and GFI Brands Inc. (“**GFI Brands**”, and together with Global Foods Canada, the “**Debtors**”, and each individually, a “**Debtor**”) that constitute “**FCC Secured Property**” (as such term is defined in the Order (Appointing Receiver), granted by the Honourable Justice Steele on May 30, 2024 (the “**FCC Receivership Order**”), in the within proceedings), for an order approving the ancillary relief set out in the Notice of Motion was heard this day via videoconference.

ON READING the Motion Record of the Receiver, including the Third Report of the Receiver dated January 27, 2025 (the “**Third Report**”), and on hearing the submissions of counsel for the Receiver and those parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Meena Alnajjar sworn January 28, 2025:

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that, if necessary, the time for service and filing of the Notice of Motion and Motion Record for this Order is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined herein have the meanings ascribed to them in the Third Report.

APPROVAL OF ACTIVITIES

3. **THIS COURT ORDERS** that the Third Report of the Receiver and the actions and activities of the Receiver described therein be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF RECEIPTS AND DISBURSEMENTS

4. **THIS COURT ORDERS** that the Receiver’s statement of receipts and disbursements for the period of November 1, 2024 to January 24, 2025 is hereby approved.

DISTRIBUTIONS

5. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, without further order of the Court, to make distributions from the proceeds of the sale transactions contemplated by the Zealandia Purchase Agreement, the Lajord Purchase Agreement, and the Vigro Purchase Agreement, from time to time, to Farm Credit Canada (“**FCC**”), up to the total amount of \$6,525,000 (plus accrued interest, if any) (collectively, the “**Distributions**”), as set

out in the Third Report, subject to costs incurred and any necessary or desirable reserves as may be determined by the Receiver, and all such distributions are hereby approved.

SEALING

6. **THIS COURT ORDERS** that Confidential Schedule “1” to the Third Report shall be sealed, kept confidential and shall not form part of the public record pending further Order of the Court.

GENERAL

7. **THIS COURT ORDERS** that this order shall have full force and effect in all provinces and territories in Canada, outside Canada, and against all persons against whom it may be enforceable.

8. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, or abroad, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that the Receiver is at liberty, authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this order and for assistance in carrying out the terms of this order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

10. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

FARM CREDIT CANADA

Applicant

and

**GLOBAL FOOD AND INGREDIENTS
INC. and GFI BRANDS INC.**

Respondents

Court File No.: CV-24-00720526-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

DISTRIBUTION ORDER

McCarthy Tétrault LLP

Suite 5300

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Toronto ON M5K 1E6

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Tel: (416) 601-8342

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Sanea Tanvir LS#: 77838T

Tel: (416) 601-8181

Email: stanvir@mccarthy.ca

Lawyers for the Receiver

Tab 5

Court File No. ~~_____~~ CV-24-00720526-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) ~~WEEKDAY~~ TUESDAY, THE #4TH
JUSTICE ~~_____~~ STEELE) DAY OF ~~MONTH~~ FEBRUARY, 2025 ~~YR~~

B E T W E E N:

FARM CREDIT CANADA

~~PLAINTIFF~~ Applicant

~~Plaintiff~~

- and -

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

~~DEFENDANT~~ Respondents

~~Defendant~~

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C-43, AS AMENDED

**APPROVAL AND VESTING ORDER
(Vigro Lands)**

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ FTI Consulting Canada Inc. ("FTI") in its capacity as the Court-appointed receiver (the "**Receiver**") ~~of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~ over all assets, undertakings, and properties of Global Food and Ingredients Inc. ("**Global Foods Canada**") and GFI Brands Inc. ("**GFI Brands**", and together with Global Foods Canada, the "**Debtors**", and each individually, a "**Debtor**") that constitute "**FCC Secured Property**" (as such term is defined in the Order (Appointing Receiver), granted by the Honourable Justice Steele on May 30, 2024 (the ("**Appointment Order**"), in the within proceedings), for an order approving the sale transaction (the "**Transaction**") contemplated by an

~~agreement of Asset p~~urchase and sale (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~ (the "the Purchaser, Foodlife Group Inc. (the "Vigro Purchaser")") dated ~~[DATE]~~ as of December 2, 2024 (the "Vigro Purchase Agreement") and appended to the Third Report of the Receiver dated [DATE] January 27, 2025 (the "Third Report"), and vesting in the Vigro Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Vigro Purchase Agreement (the "Purchased Assets"), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ via judicial videoconference.

ON READING the Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING], no one~~ and those parties listed on the counsel slip, no one else appearing for any other person ~~on the service list~~, although properly ~~duly~~ served as appears from the affidavit of ~~[NAME]~~ Meena Alnajar sworn ~~[DATE]~~ on January 28, 2025, filed¹:

SERVICE AND INTERPRETATION

1. THIS COURT ORDERS that, if necessary, the time for service and filing of the Notice of Motion and Motion Record for this Order is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that capitalized terms used but not defined herein have the meanings ascribed to them in the Appointment Order and the Vigro Purchase Agreement, as applicable.

SALE AGREEMENT APPROVAL

3. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Vigro Purchase Agreement by the Receiver³ is hereby authorized and

¹~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

approved, nunc pro tunc, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. THIS COURT ORDERS AND DECLARES that the Vigro Purchase Agreement is a Successful Bid as defined in the Sale Process and the Receiver is authorized and empowered, nunc pro tunc, to enter into any and all necessary agreements with respect to the Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to the Successful Bid.

5. ~~2.~~ THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Vigro Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ shall, vest absolutely in the Vigro Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"⁵) excluding the permitted encumbrances listed on Schedule D hereto (the "Permitted Encumbrances") but including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Steele dated ~~[DATE]~~May 30, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario or Saskatchewan) or any other personal property registry system; and (iii) all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments

~~⁴To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

~~⁵The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

charging, or creating a security interest in, the Vigro Lands or any part thereof or interest therein, and any agreements, leases, options, easements, rights of way, restrictions, executions, or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Vigro Lands or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Vigro Lands following the date referred to in Schedule C hereto but prior to the submission of an application to the Saskatchewan Registrar of Titles pursuant to paragraph 6 of this Order; and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the ~~p~~Permitted ~~e~~Encumbrances, ~~easements and restrictive covenants~~ listed on Schedule D); and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. **THIS COURT ORDERS** that, pursuant to Section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1, the Saskatchewan Registrar of Titles shall be and is hereby directed to:

- (a) ~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the~~accept an application to surrender the existing title to the subject real property identified in Schedule B hereto (the "Real Property") ~~in fee simple, and is hereby directed to delete and expunge and set up new titles to the Real Property in the name of the Vigro Purchaser or as it may direct as owner free and clear of any and all Encumbrances, save and except for the Permitted Encumbrances set out in Schedule D hereto; and~~
- (b) for greater certainty, discharge from title to the Real Property all of the Claims listed in Schedule C hereto.

⁶~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

7. THIS COURT ORDERS that, upon delivery of the Receiver's Certificate to the Vigro Purchaser, the Vigro Purchaser shall be and is hereby authorized to take such steps as may be necessary to effect the discharge of all Encumbrances registered against the Purchased Assets as may be reasonably required to conclude the Transaction and transfer title to the personal property identified in Schedule B hereto to the Vigro Purchaser free and clear of any and all Encumbrances provided that the Vigro Purchaser shall not be authorized to effect any discharge that would have the effect of releasing any Encumbrances against property other than the Purchased Assets.

8. 4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Vigro Purchased Assets shall stand in the place and stead of the Vigro Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Vigro Purchased Assets with the same priority as they had with respect to the Vigro Purchased Assets immediately prior to the sale⁸, as if the Vigro Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. 5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

⁷The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

10. ~~7.~~ **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Vigro Purchased Assets in the Vigro Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

GENERAL

11. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS that the Receiver is at liberty, authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this order and for assistance in carrying out the terms of this order, and that the**

Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

13. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-24-00720526-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

FARM CREDIT CANADA

~~PLAINTIFF~~ Applicant

Plaintiff

- and -

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

~~DEFENDANT~~ Respondents

Defendant

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C-43, AS AMENDED

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Steele of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME]~~ May 30, 2024, ~~OFTI RECEIVER]~~ Consulting Canada Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor") Global Food and Ingredients Inc. ("Global Foods Canada") and GFI Brands Inc. ("GFI Brands"), and together with Global Foods Canada, the "Debtors", and each individually, a "Debtor") that constitute "FCC Secured Property" (as such term is defined in the Order (Appointing Receiver), granted by the Honourable Justice Steele on May 30, 2024 (the "FCC Receivership Order"), in the within proceedings).

B. Pursuant to an Order of the Court dated ~~[DATE]~~February 4, 2025, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~December 2, 2024 (the "~~Sale~~Vigro Purchase Agreement") between the Receiver ~~[Debtor] and [NAME OF PURCHASER]~~ (the "and Foodlife Group Inc. (the "Vigro Purchaser")") ~~and~~. The Order has provided for the vesting in the Vigro Purchaser or as it may direct of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Vigro Purchaser of a certificate confirming (i) the payment by the Vigro Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section~~ Article 6 of the ~~Sale~~Vigro Purchase Agreement ~~have~~has been satisfied or waived by the Receiver and the Vigro Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the ~~Sale~~Vigro Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Vigro Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the ~~Sale~~Vigro Purchase Agreement;
2. The conditions to Closing as set out in ~~section~~ Article 6 of each of the ~~Sale~~Vigro Purchase Agreement ~~have~~has been satisfied or waived by the Receiver and the Vigro Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~[NAME OF TI RECEIVER]~~Consulting Canada Inc., in its capacity as Receiver of the undertaking, property and assets of ~~[DEBTOR]~~Global Food and Ingredients Inc. and GFI Brands Inc., and not in its personal capacity

Per: _____

Name:

Title:

Schedule B—~~Purchased Assets~~

REAL PROPERTY:

Vigro Lands – R.M. of Lajord No 128, Lajord, Saskatchewan (Surface panel #111788219) (“Vigro Lands”)

Title No. 155846559

Legal Description: BLK/PAR K LAN NO 101331425 EXTENSION 10 AS DESCRIBED ON CERTIFICATE OF TITLE 99SE01294, DESCRIPTION 10

PERSONAL PROPERTY:

[Books and Records related to Vigro Lands](#)

[Equipment and fixtures - Vigro Lands](#)

**Schedule C – Claims to be deleted ~~and/or~~ expunged from title to Real Property as at
December 2, 2024**

Vigro – Title No. 155846559 (surface parcel #111788219)

<u>Interest #</u>	<u>Interest Register #</u>	<u>Date</u>	<u>Particulars</u>
<u>195068346</u>	<u>123754237</u>	<u>29-Nov-2019</u> <u>Interest Register</u> <u>Amendment Date: 04-</u> <u>Oct-2022</u>	<u>Mortgage</u> <u>Holder:</u> <u>Farm Credit Canada</u> <u>1133 St. George</u> <u>Blvd., Suite 104</u> <u>Moncton, NB,</u> <u>Canada E1E 4E1</u> <u>Value:</u> <u>\$50,000,000.00 CAD</u>
<u>198477051</u>	<u>125976415</u>	<u>07-Feb-2024</u>	<u>Mortgage</u> <u>Holder:</u> <u>Siena Lending Group</u> <u>Canada LLC</u> <u>9 W Broad St., Suite</u> <u>540</u> <u>Stamford, CT, United</u> <u>States of America</u> <u>06902</u> <u>Value:</u> <u>\$30,000,000.00 CAD</u>

**Schedule D – Permitted Encumbrances, ~~Easements and Restrictive Covenants~~
related to the Real Property**

(~~unaffected by the Vesting Order~~)

Vigro – Title No. 155846559

<u>Interest #</u>	<u>Interest Register #</u>	<u>Date</u>	<u>Particulars</u>
<u>195068335</u>	<u>195068335</u> <u>Converted Instrument</u> <u>#: 77R07911</u> <u>Feature #: 999999</u>	<u>25-Feb-1977</u> <u>Interest _____ Register</u> <u>Amendment Date: 14-</u> <u>Nov-2003</u>	<u>Easement</u> <u>Holder – PKM</u> <u>Cochin ULC</u>



Summary report:	
Litera Compare for Word 11.10.0.38 Document comparison done on 01/27/25 7:42:06 PM	
Style name: MT Style	
Intelligent Table Comparison: Active	
Original filename: approval-and-vesting-order-EN (1).doc	
Modified DMS: iw://mccarthy.cloudimanager.com/MTDOCS/53207744/4	
Changes:	
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Delete	114
Move From	3
<u>Move To</u>	3
<u>Table Insert</u>	3
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	251

FARM CREDIT CANADA

Applicant

and

**GLOBAL FOOD AND INGREDIENTS
INC. and GFI BRANDS INC.**

Respondents

Court File No.: CV-24-00720526-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

MOTION RECORD

**(Motion for Sale Approval and Vesting
Orders and Distribution Order returnable
February 4, 2025)**

McCarthy Tétrault LLP

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Toronto ON M5K 1E6

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Lawyers for the Receiver

MTDOCS 53315160