

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

BETWEEN:

FARM CREDIT CANADA

Applicant

- and -

**WHYTE'S FOODS INC./LES ALIMENTS WHYTE'S INC., MAISON GOURMET INC.,
TRIAK CAPITAL INC./CAPITAL TRIAK INC., AND MARIO SAROLI SALES 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**

**AFFIDAVIT
(Sworn March 26, 2024)**

I, MILAN SINGH-CHEEMA, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am an associate at the law firm of Bennett Jones LLP, counsel to FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the Court-appointed Receiver in the above-captioned proceedings (in such capacity, the "**Receiver**"). As such, I have knowledge of the matters to which I hereinafter depose.
2. Attached hereto as **Exhibit "A"** is a true copy of the Assignment and Assumption of Purchase Agreement entered into between the 1000837498 Ontario Inc. and Select Property Holdings (Ontario) Inc. as of March 22, 2024.

SWORN BEFORE ME over videoconference on this 26th day of March, 2024. The affiant was located in the City of Toronto, in the Province of Ontario and the Commissioner was located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely as a result of COVID-19 and the declaration was administered in accordance with Ontario Regulation 431/20.



Commissioner for Taking Affidavits, etc.

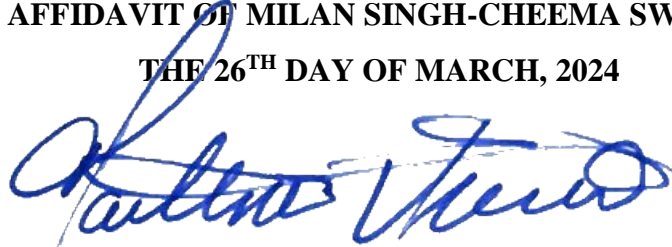
MARTINE VIEIRA

Martine Vieira, a Commissioner, etc.,
Province of Ontario, for **Bennett Jones LLP**,
Barristers and Solicitors.
Expires April 30, 2024.



MILAN SINGH-CHEEMA

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF MILAN SINGH-CHEEMA SWORN
THE 26TH DAY OF MARCH, 2024**



A Commissioner for taking affidavits, etc.

Martine Vieira, a Commissioner, etc.,
Province of Ontario, for Bennett Jones LLP,
Barristers and Solicitors.
Expires April 30, 2024.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS AGREEMENT made as of the 22nd day of March, 2024 (the "**Effective Date**").

BETWEEN:

SELECT PROPERTY HOLDINGS (ONTARIO) INC.

(the "**Assignor**")

- and -

1000837498 ONTARIO INC.

(the "**Assignee**")

WHEREAS:

- A.** Pursuant to an agreement of purchase and sale dated February 15, 2024 (as amended, restated, modified, assigned and supplemented from time to time, collectively the "**Purchase Agreement**"), FTI Consulting Canada Inc., solely in its capacity as receiver and manager of Whyte's Foods Inc. and its subsidiaries, and not in its personal or corporate capacity, as vendor (in such capacity, the "**Vendor**") agreed to sell and the Assignor agreed to purchase, *inter alia*, the lands municipally known as 6800 Base Line Road, Wallaceburg, Ontario (the "**Property**") on the terms and subject to the conditions set out therein.
- B.** The Assignor has agreed to give, and the Assignee has agreed to accept from the Assignor, an assignment of all of the Assignor's right, title and interest in and to, and obligations and liabilities under, the Purchase Agreement.

NOW THEREFORE in consideration of the sum of \$10.00, the mutual covenants and agreements hereinafter contained and contained in the Purchase Agreement, and other good and valuable consideration now paid by each party to the others, the receipt and sufficiency of which consideration is hereby acknowledged, the parties covenant and agree as follows:

1. Definitions

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment

The Assignor does hereby transfer, assign and set over unto the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to, and obligations and liabilities under, the Purchase Agreement (including, without limitation, the Assignor's credit for all monies paid by the Assignor under the Purchase Agreement as a deposit or otherwise), together with the full benefit of all covenants, agreements, obligations, terms, conditions, representations and warranties

of any nature or kind whatsoever arising from or out of or in any way in connection with the Purchase Agreement.

3. Assumption

The Assignee hereby accepts the foregoing transfer and assignment by the Assignor and covenants with the Assignor and the Vendor, intending that the Vendor may rely upon and enforce this covenant, to assume (and perform as applicable) all of the terms, covenants, conditions, obligations and liabilities of the Assignor under the Purchase Agreement including, without limitation, any documents to be delivered pursuant to the Purchase Agreement and any liabilities incurred in connection with the Purchase Agreement and to be bound by the Purchase Agreement.

4. Confirmation

The parties acknowledge and agree that the assignment contemplated by this Agreement shall not and does not relieve the Assignor of any of its liability or obligations pursuant to the terms of the Purchase Agreement until the Closing.

5. Notices

Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement shall be given in accordance with the notice provisions in the Purchase Agreement. The contact details and address for service of the Assignee are the same as those provided for the Assignor.

6. Further Assurances

Each of the parties hereto shall, at the expense of the requesting party, execute and deliver such additional documents and instruments and shall perform such additional acts as may be reasonably necessary or appropriate in connection with this Agreement and all transactions contemplated by this Agreement to effectuate, carry out and perform all of the covenants, obligations, and agreements contained herein.

7. Successors and Assigns

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

8. Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on all the parties hereto notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart.

9. **Facsimile Signatures**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties hereto may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures.

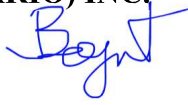
10. **Governing Law**

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.

[Remainder of page intentionally left blank]


DATED as of the date first written above.

**SELECT PROPERTY HOLDINGS
(ONTARIO) INC.**

Per: 

Name: Jordan Bogaert
Title: Vice President

1000837498 ONTARIO INC.

Per: 

Name: Jordan Bogaert
Title: Vice President

FARM CREDIT CANADA

and **WHYTE'S FOODS INC./LES ALIMENTS
WHYTE'S INC., MAISON GOURMET INC.,
TRIAK CAPITAL INC./CAPITAL TRIAK
INC., AND MARIO SAROLI SALES INC.**

Applicant

Respondents

Court File No.: CV-23-00707205-00CL

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

Proceedings commenced in Toronto

AFFIDAVIT OF MILAN SINGH-CHEEMA

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Lawyers for FTI Canada Consulting Inc.