

Court File No. CV-25-00735458-00CL

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT
ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI INC.**

Applicants

**MOTION RECORD
(Returnable February 26, 2025)**

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**NOTICE OF MOTION
(Returnable February 26, 2025)**

The Applicants will bring a motion under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") before the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on February 26, 2025, at 12:00 p.m. (Toronto time) or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING:

- ☐ In writing under subrule 37.12.1 (1);
- ☐ In writing as an opposed motion under subrule 37.12.1(4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference;

at a Zoom link to be made available by the Court and posted to CaseCentre in advance of the Hearing.

THIS MOTION IS FOR:¹

1. An Approval and Vesting Order substantially in the form attached at Tab 3 of the within Motion Record, among other things:

- (a) approving the sale transaction (the “**Delta Facility Transaction**”) contemplated by the Asset Purchase Agreement dated as of January 31, 2025 (the “**Delta Facility Purchase Agreement**”), between Happy Planet Foods, Inc. (“**Happy Planet**”), as buyer, and Joriki Inc., as seller;
- (b) assigning the rights and obligations of Joriki Inc. under the Transferred Contracts (being the Delta facility lease) to Happy Planet in connection with the Delta Facility Transaction notwithstanding any restrictions on assignment contained in such agreements; and
- (c) upon completion of the Delta Facility Transaction, vesting all of Joriki Inc.’s right, title and interest in and to the Purchased Assets (as defined in the Delta Facility Purchase Agreement) in Happy Planet free and clear of all claims and encumbrances;

2. An Approval and Vesting Order (the “**Toronto Facility AVO**”) substantially in the form attached at Tab 5 of the Motion Record, among other things:

- (a) approving the sale transaction (the “**Toronto Facility Transaction**” and, collectively with the Delta Facility Transaction, the “**Transactions**”) contemplated by the Asset Purchase Agreement dated as of February 20, 2025

¹ Capitalized terms used herein and not otherwise defined have the meanings given to them in the Affidavit of Michael G. Devon sworn February 21, 2025 (the “**Devon Affidavit**”).

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(the “**Toronto Facility Purchase Agreement**”), between Top Shelf Food and Beverage Corp., as buyer (“**Top Shelf**”), and Joriki Inc., as seller; and

- (b) upon completion of the Toronto Facility Transaction, vesting the Purchased Assets (as defined in the Toronto Facility Purchase Agreement) in Top Shelf free and clear of all claims and encumbrances;

3. An order (the “**Ancillary Relief Order**”) granting certain additional ancillary relief, substantially in the form attached at Tab 7 of the Motion Record, among other things:

- (a) extending the Stay Period (as defined in the Initial Order granted by the Court in these proceedings on January 28, 2025 (the “**Initial Order**”)) to and including March 31, 2025;
- (b) making an amendment to the Initial Order requested by the Canada Revenue Agency (“**CRA**”);
- (c) authorizing the Applicants to make certain distributions from the net proceeds from the Transactions, the liquidation of the Pickering facility and their remaining cash on hand to the Agent in respect of amounts outstanding under the Senior Credit Agreement;
- (d) approving the (i) First Report of the Proposal Trustee and the Pre-Filing Report of the Monitor dated January 26, 2025, and (ii) the First Report of the Monitor, to be filed (the “**First Report**”), and the actions, conduct and activities of the Proposal Trustee and the Monitor described in such reports; and

- (e) sealing the confidential appendices to the First Report until further Order of the Court; and

4. Such further and other relief as counsel may advise, and this Court may deem just.

THIS GROUNDS FOR THIS MOTION ARE:

Background

5. Joriki TopCo Inc. (“**Joriki TopCo**”), its Canadian operating subsidiary, Joriki Inc. (“**Joriki Canada**”) and its U.S. operating subsidiary, Joriki USA Inc. (“**Joriki USA**”, and, collectively with Joriki TopCo and Joriki Canada, “**Joriki**” or the “**Company**”) were, until very recently, in the business of manufacturing and packaging consumer beverages, including juices and plant-based beverages, for several large consumer packaged goods companies, and to a lesser extent, grocery retailers and independent brands.

6. Joriki operated its business from three production facilities in Canada (the Toronto and Pickering facilities in Ontario, and the Delta facility in B.C.), and one in the United States (the Pittston facility in Pennsylvania).

7. The Company began experiencing losses in 2022 as a result of ongoing interest expense and operational challenges. The Company’s losses expanded significantly in 2023 as a result of a delay in the completion and commissioning of the Pittston facility and, thereafter, challenges reaching expected operational capacity and efficiencies there. In response, the Company developed a turnaround plan for Pittston.

8. Amidst these turnaround efforts, the Pickering facility was implicated in the Recall. The Recall had a severe negative impact on the Company’s business, leading to, among other things,

a shut-down of the Pickering facility, significantly reduced revenues, a class action lawsuit, and defaults under its credit facilities.

9. In response to these challenges, in August 2024, the Company engaged Goodmans and Alvarez & Marsal Canada ULC to assist in reviewing and assessing its strategic options and alternatives. Following this review, the Company, with the assistance of Alvarez & Marsal Canada Securities ULC (the “**Financial Advisor**”), undertook the Sale Process to solicit interest in one or more sales or other value maximizing transactions in respect of its business, and secured incremental financing from the Senior Lenders and a customer to finance these efforts and provide incremental liquidity to sustain operations.

10. While the Sale Process generated strong interest in various potential transactions for the Company’s Canadian business, as well as a potential transaction for its U.S. business, operating losses continued to mount. Following the loss of a key customer and certain potential purchasers advising they would not be pursuing transactions, the Senior Lenders advised they were no longer prepared to fund the Company’s business as a going concern.

11. Accordingly, the Company ceased active operations and, on December 31, 2024, terminated the employment of substantially all its employees save for a small group to assist in wind-down activities. Prior to this, Joriki Canada filed the NOI and Alvarez & Marsal Canada Inc. was appointed as Proposal Trustee. On January 12, 2025, Joriki USA filed a petition under Chapter 7 of the United States Bankruptcy Code before the United States Bankruptcy Court for the District of Delaware and Alfred T. Giuliano of Giuliano Miller & Co., LLC was appointed as bankruptcy trustee.

12. Notwithstanding the foregoing, as a result of the Sale Process, the Applicants were still of the view that value maximizing turn-key transactions could be completed in respect of the Toronto and Delta facilities. To this end, shortly prior to the granting of the Initial Order, Joriki Canada entered into LOIs for the Delta and Toronto facilities with affiliates of Happy Planet and Top Shelf, respectively.

13. On January 28, 2025, in order to provide the necessary breathing space and forum to advance the negotiation, finalization and implementation of the Transactions, the Applicants sought and obtained the Initial Order providing relief under the CCAA.

14. On January 28, 2025, the Court also granted an Order which authorized the liquidation of the Pickering facility and approved the auction and liquidation services agreement between Joriki Canada and Maynards Industries II Canada Ltd. dated January 22, 2025.

Sale Process

15. The Sale Process was designed by the Company, in consultation with the Financial Advisor and the Senior Lenders and their advisors, to be a flexible process that would enable the Company to identify the highest or otherwise best offer for one or more transactions involving their business and/or assets. The Sale Process was initially focused on a potential transaction involving Pittston but was subsequently expanded to include the Canadian operations.

16. The Sale Process with respect to the Canadian operations commenced on November 7, 2024, with outreach to 34 potentially interested parties, 24 of whom executed NDAs and were given access to a confidential virtual data room. The Company received four IOI's involving various portions of the Canadian business in late November 2024. None of the IOIs contemplated a transaction involving the Pickering facility.

17. The Applicants, with the assistance of the Financial Advisor, worked with the four parties who submitted IOIs to submit LOIs by December 18, 2024. The Applicants received two LOIs with one for the Delta facility and the other for both the Delta and Toronto facilities.

18. However, following the loss of a key customer and certain potential purchasers advising they would not be pursuing transactions, the Senior Lenders advised they were no longer prepared to fund the Company's business as a going concern and the Company ceased operations and, in the case of Joriki Canada, filed the NOI.

19. Notwithstanding the foregoing, the Applicants, in consultation with their professional advisors, the Proposal Trustee and the Senior Lenders, remained of the view that value maximizing turn-key transactions that also provided additional benefits to stakeholders could still be completed in respect of the Toronto and Delta facilities.

20. On January 7, 2025 (following the filing of the NOI), the Financial Advisor received an unsolicited inquiry from an industry participant (Top Shelf's parent company) expressing interest in acquiring the Toronto facility alone. Following an expedited due diligence process, the participant submitted an LOI on January 15, 2025. An additional LOI was also received for certain assets at the Toronto facility on January 10, 2025.

21. Following a review of all of the LOIs received and consultation with the Applicants' advisors and the Senior Lenders and their advisors, it was determined that the LOIs submitted by the affiliates of Happy Planet and Top Shelf represented the best available bids, including based on value, certainty of execution and the additional benefits that could be derived for stakeholders through turn-key transactions for the Delta and Toronto facilities.

22. Since obtaining the Initial Order, the Company, in consultation with the Monitor and the Senior Lenders and their respective advisors, have advanced the negotiation of definitive transaction documentation with Happy Planet and Top Shelf, which led to Joriki Canada executing the Purchase Agreements.

The Transactions

23. The proposed Transactions contemplate turn-key transactions that, in addition to maximizing value, provide incremental benefits to certain of the Applicants' employees, former employees, customers, suppliers and their landlord, including the prospect of nearly 100 employees and former employees being offered employment with the possibility for additional re-hires once the facilities re-start production.

24. The Delta Facility Purchase Agreement provides for the sale by Joriki Canada to Happy Planet of, among other things, (i) the machinery and equipment located at the Delta facility and (ii) the Delta facility lease, in exchange for cash consideration payable upon closing of the Delta Facility Transaction.

25. The Toronto Facility Purchase Agreement provides for the sale by Joriki Canada to Top Shelf of, among other things, (i) the machinery and equipment located at the Toronto facility, (ii) all remaining inventory (but excluding certain Customer Proprietary Inventory), and (iii) the Toronto facility lease, in exchange for cash consideration payable upon closing of the Toronto Facility Transaction.

26. The proposed Transactions represent the culmination of an extensive Sale Process and are in the best interests of the Applicants and their stakeholders. Neither the Applicants nor the

Monitor believe that further marketing efforts for the Applicants' assets would yield better results. Additionally, the Applicants do not have the liquidity to pursue further marketing efforts.

27. The Financial Advisor has led the Sale Process on behalf of the Applicants. The Monitor is supportive of the proposed Transactions. The Senior Lenders (who are expected to suffer a significant shortfall) have been consulted throughout the Sale Process and support the Transactions.

Lease Assignments

28. A key component of the Transactions is that they are turn-key. As such, both Transactions contemplate the assignment of the relevant facility leases to the buyers, including as a condition to closing in favour of the buyers. The assignment of the leases is integral to both Transactions.

29. The landlord at each of the Canadian facilities is a company owned by Joriki's prior owner. Joriki Canada is current on its rent payments under each of the Delta and Toronto facility leases and expects to remain current through closing of the Transactions. The Applicants have requested the landlord's consent to the assignment of the respective leases and have received consent to the assignment of the Toronto facility lease. The Applicants are optimistic that a consent for the assignment of the Delta facility lease will be obtained prior to the hearing for Court approval of the Transactions, but in the event that it cannot be obtained, the relief on the motion includes a request that the Court direct the assignment of the Delta facility lease to Happy Planet pursuant to section 11.3 of the CCAA.

30. The Monitor supports the proposed lease assignment, Happy Planet will be able to perform its obligations under the Delta facility lease, and it is appropriate to assign the rights and

obligations under the Delta facility lease to Happy Planet to facilitate the Delta Facility Transaction.

Stay Extension

31. As noted above, the Initial Order granted a stay of proceedings in favour of the Applicants to and including February 28, 2025. Pursuant to the Ancillary Relief Order, the Applicants are requesting an extension of the Stay Period until and including to and including March 31, 2025. The extension of the Stay Period is required to provide the Applicants time to close the Transactions, if approved by this Court, and to advance next steps in these proceedings, including completion of the Pickering liquidation and other remaining efforts to maximize the value of the Applicants' assets and pursue an orderly wind-down of their affairs.

32. The Applicants have been acting and continue to act in good faith and with due diligence in these CCAA proceedings.

33. The Applicants are forecast to have sufficient liquidity to continue these CCAA proceedings throughout the proposed extension of the Stay Period.

34. No creditor will suffer any material prejudice as a result of the extension of the Stay Period.

Distributions

35. The Applicants are requesting authority from the Court for the Applicants and the Monitor to make distributions from time to time of the net proceeds resulting from the closing of the Transactions, the proceeds of the Pickering liquidation and their remaining cash on hand to the Agent in respect of the obligations outstanding under the Senior Credit Agreement, subject to

retaining sufficient funds to satisfy obligations secured by the priority Charges and amounts necessary to facilitate the ongoing administration of these CCAA proceedings and the remaining activities of the Applicants.

36. The Monitor's counsel has reviewed the security granted by Joriki Canada in favour of the Agent, and found its security to be valid and enforceable, subject to customary assumptions and qualifications.

37. The proposed distributions are fair and reasonable at this time to enable repayment of a portion of the secured debt owing to the Senior Lenders and will facilitate the efficient and timely resolution of these CCAA proceedings.

Amendment to Initial Order Requested by CRA

38. The Department of Justice, in its capacity as counsel to the CRA, contacted the Applicants' counsel to request certain amendments to the form of the Initial Order as relates to the Applicants' obligation to remit employment related deductions and contributions to the CRA in the post-filing period. The parties have agreed to amended language in this regard as reflected in the proposed Ancillary Relief Order.

39. Similar modifications have been requested by the CRA in other recent CCAA cases and the proposed amendment is appropriate in the circumstances.

Proposal Trustee and Monitor's Reports and Activities

40. The Applicants' are seeking approval of certain reports of the Proposal Trustee and Monitor, as well as the activities described therein. It is customary and appropriate for the Court

officer's activities to be put before the Court to allow any concerns to be addressed and to facilitate next steps in the proceedings.

41. The activities of the Proposal Trustee and the Monitor described in the reports were necessary and undertaken in good faith pursuant to the duties and powers of the Proposal Trustee and Monitor, including as set forth in the CCAA and the Initial Order, and were undertaken in the best interests of the Applicants' stakeholders. The Proposal Trustee and Monitor's activities have been conducted in a prudent and diligent manner and it is appropriate for the relevant reports, activities and conduct of the Proposal Trustee and Monitor to be approved.

Sealing

42. The Applicants are seeking to seal the confidential appendices to the First Report that include the purchase price payable under the Transactions. Public disclosure of the purchase prices prior to closing of the Transactions would be harmful to the integrity of the Sale Process as well as the Applicants ability to maximize value for stakeholders should either of the Transactions fail to close and the Applicants be required to pursue alternative transactions.

43. The requested sealing is necessary to prevent serious risk to the Applicants' ability to maximize value for stakeholders, reasonably alternative measures will not prevent the risk and, as a matter of proportionality, the benefits of sealing outweigh its negative effects.

General

44. Such further and other grounds as set out in the Devon Affidavit.

45. The provisions of the CCAA, including sections 11, 11.02(2), 11.3 and 36, and this Court's equitable and statutory jurisdiction thereunder.

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46. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the Ontario *Rules of Civil Procedure*, R.S.O. 1990, Reg. 194, as amended.

47. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

48. The Devon Affidavit and the exhibits attached thereto;

49. The First Report and the appendices thereto, to be filed; and

50. Such further and other materials as counsel may advise and this Court may permit.

Date: February 21, 2025

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Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable February 26, 2025)

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AFFIDAVIT OF MICHAEL G. DEVON
(sworn February 21, 2025)

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Applicants

AFFIDAVIT OF MICHAEL G. DEVON
(sworn February 21, 2025)

I, Michael G. Devon, of the City of North York, in the Province of Ontario, MAKE OATH
AND SAY:

I. INTRODUCTION

1. I am the Chief Financial Officer (“CFO”) of Joriki TopCo Inc. (“**Joriki TopCo**” and, collectively with its affiliates, “**Joriki**” or the “**Company**”) and its wholly-owned Canadian operating subsidiary, Joriki Inc. (“**Joriki Canada**”). I am responsible for overseeing the Company’s finances and have been involved in considering and assessing its business challenges and restructuring options over the past eight months. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true. I do not, and do not intend to, waive privilege by any statement herein.

2. Capitalized terms used herein and not otherwise defined herein have the meaning given to them in my affidavit sworn January 22, 2025 (the “**Initial Affidavit**”). A copy of the Initial

Affidavit (without exhibits) is attached hereto as Exhibit “A”. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.

II. ORDERS SOUGHT

3. This Affidavit is made in support of a motion by the Applicants for the following three Orders:

- (a) an Approval and Vesting Order, among other things, approving the transaction (the “**Delta Facility Transaction**”) contemplated by the Asset Purchase Agreement dated as of January 31, 2025 (the “**Delta Facility Purchase Agreement**”), between Happy Planet Foods, Inc. (“**Happy Planet**”), as buyer, and Joriki Canada, as seller, which, subject to the approval of this Court and satisfaction of the other closing conditions, will see Happy Planet acquire substantially all of Joriki Canada’s assets located at the Delta facility;
- (b) an Approval and Vesting Order, among other things, approving the transaction (the “**Toronto Facility Transaction**” and, together with the Delta Facility Transaction, the “**Transactions**”) contemplated by the Asset Purchase Agreement dated as of February 20, 2025 (the “**Toronto Facility Purchase Agreement**”), between Top Shelf Food and Beverage Corp. (“**Top Shelf**”), as buyer, and Joriki Canada, as seller, which, subject to the approval of this Court and satisfaction of the other closing conditions, will see Top Shelf acquire substantially all of Joriki Canada’s assets located at the Toronto Facility; and
- (c) an Order (the “**Ancillary Relief Order**”), among other things, (i) granting an extension of the stay of proceedings to and including March 31, 2025, (ii) making

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certain amendments to the Initial Order (as defined below) requested by the Canada Revenue Agency (“CRA”), and (iii) authorizing the Applicants to make distributions to the Agent for the Senior Lenders in respect of the Applicants’ obligations under the Senior Credit Agreement.

4. The proposed Transactions, which are supported by both the Monitor and the Senior Lenders, are a culmination of the Sale Process which began in early November 2024. They contemplate turn-key transactions that, in addition to maximizing value, provide incremental benefits to certain of the Applicants’ employees, former employees, customers, suppliers and their landlord. Importantly, I understand from counsel that the purchasers have advised they expect to offer employment to nearly 100 current and former employees of Joriki Canada (and potentially more), representing a significant portion of the Company’s pre-filing Canadian workforce. Further, I understand that the buyer of the Toronto facility assets will re-commence production for a number of Joriki Canada’s customers. Subject to obtaining Court approval, the Applicants expect the Transactions to close in the late February/early March 2025 timeframe.

III. BACKGROUND

5. As discussed in my Initial Affidavit, the Company was, until very recently, in the business of manufacturing and packaging consumer beverages, including juices and plant-based beverages, for several large consumer packaged goods companies, and to a lesser extent, grocery retailers and independent brands. Joriki operated its business from three production facilities in Canada (the Toronto and Pickering facilities in Ontario, and the Delta facility in B.C.), and one in the United States (the Pittston facility in Pennsylvania).

6. The Company began experiencing losses in 2022 as a result of ongoing interest expense and operational challenges. The Company's losses expanded significantly in 2023 as a result of a delay in the completion and commissioning of the Pittston facility and, thereafter, challenges reaching expected operational capacity and efficiencies there. In response, the Company developed a turnaround plan for Pittston.

7. Amidst these turnaround efforts, in July 2024, the Pickering facility was implicated in the Recall. The Recall had a severe negative impact on the Company's business, leading to, among other things, a shut-down of the Pickering facility, significantly reduced revenues, a class action lawsuit, and defaults under its credit facilities.

8. In August 2024, the Company engaged Goodmans and Alvarez & Marsal Canada ULC to assist in reviewing and assessing its strategic options and alternatives. Following this review, the Company, with the assistance of Alvarez & Marsal Canada Securities ULC (the "**Financial Advisor**"), undertook the Sale Process to solicit interest in one or more sales or other value maximizing transactions in respect of its business, and secured incremental financing from the Senior Lenders and a customer to finance these efforts and provide incremental liquidity to sustain operations.

9. While the Sale Process generated strong interest in various potential transactions for the Company's Canadian business, as well as a potential transaction for its U.S. business, operating losses continued to mount. Following the loss of a key customer and certain potential purchasers

advising they would not be pursuing transactions, the Senior Lenders advised they were no longer prepared to fund the Company's business as a going concern.

10. Accordingly, the Company ceased active operations and, on December 31, 2024, terminated the employment of substantially all its employees save for a small group to assist in wind-down activities. Prior to this, Joriki Canada filed the NOI and Alvarez & Marsal Canada Inc. ("A&M") was appointed as Proposal Trustee. On January 12, 2025, Joriki USA Inc., the Company's U.S. operating subsidiary, filed a petition under Chapter 7 of the United States Bankruptcy Code before the United States Bankruptcy Court for the District of Delaware.

11. Notwithstanding the foregoing, the Applicants, in consultation with their professional advisors, the Proposal Trustee and the Senior Lenders, were still of the view that value maximizing turn-key transactions could be completed in respect of the Toronto and Delta facilities. To this end, shortly prior to obtaining the Initial Order (as defined below), Joriki Canada entered into LOIs for its Delta and Toronto facility assets with affiliates of the proposed buyers.

12. In order to provide the necessary breathing space and forum to advance the negotiation, finalization and implementation of the Transactions, on January 28, 2025, the Applicants sought and obtained an order of this Court (the "**Initial Order**") providing relief under the CCAA. The Initial Order, among other things: (a) continued the NOI proceedings under the CCAA; (b) appointed A&M as the monitor (the "**Monitor**"); (c) granted a stay of proceedings up to and including February 28, 2025 (the "**Stay Period**"); (d) authorized the Applicants to enter into the DIP Term Sheet with the Senior Lenders, providing for borrowings of up to a maximum principal amount of \$1,200,000; (e) approved the KERP; (f) granted the following charges against the Property (as defined in the Initial Order), in the following priority: (i) the Administration Charge (to the maximum amount of \$700,000); (ii) the Directors' Charge (to the maximum amount of

\$200,000); (iii) the KERP Charge (to the maximum amount of \$487,500); and (iv) the DIP Lender's Charge (to the maximum amount of \$1,200,000, plus interest, fees and expenses); and (g) granted certain relief relating to the *Wage Earners Protection Program Act* (Canada).

13. Also on January 28, 2025, the Court granted an Order which authorized the liquidation of the Pickering facility and approved the auction and liquidation services agreement between Joriki Canada and Maynards Industries II Canada Ltd. (the “**Liquidator**”) dated January 22, 2025.

14. Since the granting of the Initial Order, the Applicants, in consultation with the Monitor, the Senior Lenders and their respective advisors have worked with the proposed buyers under the Transactions to negotiate and finalize definitive transaction documentation, which has now culminated in Joriki Canada executing the Purchase Agreements. In addition to finalizing and executing the Purchase Agreements, the Applicants have continued to collect accounts receivables, negotiate and complete the sale of certain raw materials and packaging to customers, advance the liquidation of the Pickering facility with the assistance of the Liquidator, address requests from their customers and otherwise worked to advance the wind-down of their business in an orderly fashion.

IV. SALE PROCESS

A. Overview of the Sale Process

15. In August 2024, Joriki engaged Goodmans and Alvarez & Marsal Canada ULC to assist it in reviewing and assessing its potential options and alternatives in light of the financial difficulties facing the Company. As part of these efforts, the Company engaged in continuing discussions and negotiations with various stakeholders, including the Senior Lenders and key customers, to discuss the potential options available to the Company.

16. Following this strategic review, the Company, in consultation with the Senior Lenders and their advisors, determined that the best available alternative was to pursue the Sale Process for the Company's business with the assistance of the Financial Advisor.

17. The Sale Process was designed by the Company, in consultation with the Financial Advisor and the Senior Lenders and their advisors, to be a flexible process that would enable the Company to identify the highest or otherwise best offer for one or more transactions involving their business and/or assets. The Sale Process was initially focused on a potential transaction involving Pittston, but was subsequently expanded to include the Company's Canadian operations.

18. The Sale Process for Joriki Canada's business and assets involved the following:

- (a) On November 7, 2024, the Financial Advisor initiated outreach to a carefully selected group of potential acquirers, including industry participants and financial sponsors that were assessed to have both the financial capacity and strategic interest to engage in a potential transaction. In total, 34 parties were identified and contacted regarding the opportunity and each of these parties were provided with a form of non-disclosure agreement ("**NDA**");
- (b) Twenty-four (24) parties entered into an NDA with Joriki Canada to receive confidential information in connection with the Sale Process. These parties were then provided with access to a confidential virtual data room (the "**Data Room**") containing non-public information regarding the Company, including financial and operational data, employee information, material contracts, agreements, and other due diligence materials. All of the parties that signed an NDA accessed the Data Room;

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- (c) The Company requested that interested parties submit indications of interest (“**IOIs**”) by November 26, 2024 (the “**IOI Submission Date**”);
- (d) In the lead up to the IOI Submission Date, the Company and the Financial Advisor worked with the parties who accessed the Data Room to facilitate additional diligence requests, respond to inquiries and to otherwise ensure that such parties had the information necessary to submit an IOI by the IOI Submission Date;
- (e) Four parties submitted an IOI on or about the IOI Submission Date (including Happy Planet’s parent). The IOIs contemplated potential transactions for (i) both the Delta and Toronto facilities, (ii) one of the Delta or Toronto facilities on a standalone basis, and (iii) a combination of assets from the two aforementioned facilities. No IOIs were received that contemplated a transaction involving the Pickering facility;
- (f) Following review of the IOIs and consultation with the Applicants’ advisors and the Senior Lenders and their advisors, all four of the interested parties were invited by the Financial Advisor to submit binding letters of intent (“**LOIs**”) for a transaction on or before December 18, 2024 (the “**LOI Submission Date**”);
- (g) In the lead up to the LOI Submission Date, the Applicants and the Financial Advisor worked with the four parties who had submitted IOIs to assist with continuing diligence efforts, including facility tours and management presentations;
- (h) The Applicants received two LOIs by the LOI Submission Date, with one for the Delta facility and the other for both the Delta and Toronto facilities;

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- (i) On January 7, 2025 (following the filing of the NOI), the Financial Advisor received an unsolicited inquiry from an industry participant (Top Shelf's parent company) expressing interest in acquiring the Toronto facility. Following an expedited due diligence process, the participant submitted an LOI on January 15, 2025. An additional LOI was also received for certain assets at the Toronto facility on January 10, 2025; and
- (j) Following a review of all of the LOIs received and consultation with the Applicants' advisors and the Senior Lenders and their advisors, it was determined that the LOIs submitted by the affiliates of Happy Planet and Top Shelf represented the best available bids, including based on value, certainty of execution and the additional benefits that could be derived for stakeholders through turn-key transactions for the Delta and Toronto facilities.

B. Outcome of the Sale Process

19. While the Applicants received two LOIs for transactions involving various portions of the Canadian business by the LOI Submission Date, certain participants in the Sale Process (including a potential purchaser of the U.S. business) ultimately advised the Company they did not intend to pursue a transaction. As described in my Initial Affidavit, in light of this development, and compounded by the loss of a key customer, the Senior Lenders advised they were no longer prepared to fund the Company's business as a going concern, with the result that the Company determined to cease operations and, in the case of Joriki Canada, to file the NOI.

20. Notwithstanding the foregoing, the Applicants, in consultation with their professional advisors, the Proposal Trustee and the Senior Lenders, remained of the view that value maximizing

turn-key transactions could still be completed in respect of the Toronto and Delta facilities, including transactions that would result in some of Joriki Canada's remaining and former employees being offered employment and that would preserve certain customer and supplier relationships. As such, they continued to pursue the Sale Process as outlined above, ultimately entering into LOIs for their Delta and Toronto facility assets shortly prior to commencing these CCAA proceedings.

21. Since obtaining the Initial Order, the Company, in consultation with the Monitor and the Senior Lenders and their respective advisors, have advanced the negotiation of definitive transaction documentation with Happy Planet and Top Shelf, which led to Joriki Canada executing the Purchase Agreements in recent days.

22. The Purchase Agreements represent the culmination of an extensive Sale Process and neither the Applicants nor the Monitor believe that further marketing efforts for the Applicants' assets would yield better results. Additionally, the Applicants do not have the liquidity to pursue further marketing efforts.

23. The Financial Advisor has led the Sale Process on behalf of the Applicants. The Monitor is supportive of the proposed Transactions. The Senior Lenders (who are expected to suffer a significant shortfall) have been consulted throughout the Sale Process and support the Transactions.

V. THE DELTA FACILITY TRANSACTION

24. The terms of the Delta Facility Transaction are set forth in the Delta Facility Purchase Agreement between Happy Planet, as buyer, and Joriki Canada, as seller, a redacted copy of which

is attached as Exhibit “B” to my Affidavit.¹ Happy Planet is a subsidiary of Agrifoods International Cooperative Ltd., a federal cooperative that has been in business, in one form or another, for over a century that specializes in innovative premium quality dairy and food products and related services with over 550 employees across Canada.

25. The principal terms of the Delta Facility Purchase Agreement are summarized below. Capitalized terms used in the below table that are not otherwise defined herein have the meaning given to such terms in the Delta Facility Purchase Agreement. The following constitutes a summary only; reference should be made to the Delta Facility Purchase Agreement for a complete understanding of its terms.

Term	Details
Seller	Joriki Canada, as Seller.
Buyer	Happy Planet, as Buyer.
Purchase Price	All Cash Purchase Price payable in full on Closing. Buyer has provided a Deposit equal to 15% of the Cash Purchase Price. The Purchase Price shall be increased by an amount equal to any amount of rent that is prepaid by the Seller under the Delta Facility Lease for the period from and after the Closing Time.
Transaction Structure	Asset purchase pursuant to Approval and Vesting Order.
Purchased Assets	Buyer will acquire from the Seller (i) all Machinery and Equipment owned by the Seller and located at the Delta Facility, (ii) the Transferred Contracts (being the Delta Facility Lease), (iii) the equipment records, and (iv) the Warranty Rights.
Excluded Assets	All assets that are not Purchased Assets, including, among others (i) all cash and all bank accounts, (ii) accounts receivable, (iii) prepaid expenses, (iv) inventory, (v) intellectual property, (vi) the Customer Owned Assets, and (vii) all Contracts other than the Transferred Contracts.

¹ The purchase price and deposits payable under both Transactions has been redacted in the Purchase Agreements exhibited to my affidavit and will be provided to the Court in confidential appendices to be filed by the Monitor. As discussed in greater detail below, the Applicants are seeking a sealing order in respect of the confidential appendices. Certain customer related information has also been redacted in the Purchase Agreements to preserve customer confidentiality.

Term	Details
Assumed Liabilities	Buyer will assume (i) all liabilities under Transferred Contracts (being the Delta Facility Lease) in respect of the period from and after the Closing Date, and (ii) all liabilities pertaining to the ownership or use of the Purchased Assets from and after the Closing Time.
Excluded Liabilities	All of the Seller's debts, obligations, Contracts and liabilities, of any kind or nature, that are not expressly assumed.
"As is, where is"	The Transaction is on an "as is, where is" basis without any surviving representations or warranties.
Key Closing Conditions	The Approval and Vesting Order shall have been issued and entered on or before March 7, 2025. The consent of the landlord under the Delta Facility Lease shall have been obtained to assign the Delta Facility Lease to the Buyer or a Court Order under Section 11.3 of the CCAA shall have been obtained directing the assignment of the Delta Facility Lease to the Buyer.
Closing Date	Five (5) Business Days after Court Approval, or such other date as the Parties, with the consent of the Monitor, may agree.

VI. THE TORONTO FACILITY TRANSACTION

26. The terms of the Toronto Facility Transaction are set forth in the Toronto Facility Purchase Agreement between Top Shelf, as buyer, and Joriki Canada, as seller, a redacted copy of which is attached as Exhibit "C" to my Affidavit. Top Shelf is a subsidiary of Highbury Canco Corporation, a Canadian industry leader in food and beverage manufacturing and third-party logistics that produces many of Canada's favourite products as well as its own brands from its 1.6 million square foot facility in Leamington, Ontario.

27. The principal terms of the Toronto Facility Purchase Agreement are summarized below. Capitalized terms used in the below table that are not otherwise defined herein have the meaning given to such terms in the Toronto Facility Purchase Agreement. The following constitutes a

summary only; reference should be made to the Toronto Facility Purchase Agreement for a complete understanding of its terms.

Term	Details
Seller	Joriki Canada, as Seller.
Buyer	Top Shelf, as Buyer. The obligations of the Buyer to the Seller under the Toronto Facility Purchase Agreement are guaranteed by the Buyer's parent, Highbury Canco Corporation.
Purchase Price	An all Cash Purchase Price payable in full on Closing. Buyer has provided a deposit equal to approximately 15% of the Cash Purchase Price. The Purchase Price shall be increased by an amount equal to any amount of rent that is prepaid by the Seller under the Toronto Facility Lease for the period from and after the Closing Time, up to a maximum of one (1) month's rent.
Transaction Structure	Asset sale pursuant to Approval and Vesting Order.
Purchased Assets	Buyer will acquire from the Seller, (i) all Machinery and Equipment owned by the Seller and located at the Toronto Facility, (ii) the Toronto Facility Lease, (iii) the equipment records, (iv) the Warranty Rights, and (v) all remaining Inventory situated at the Toronto Facility (but excluding any Customer Proprietary Inventory unless consented to by the relevant customer).
Excluded Assets	All assets that are not Purchased Assets, including, among others (i) all cash and all bank accounts, (ii) accounts receivable, (iii) prepaid expenses, (iv) most intellectual property, (v) the Customer Owned Assets, and (vi) all Contracts other than the Toronto Facility Lease.
Assumed Liabilities	Buyer will assume, among others, all liabilities under the Toronto Facility Lease.
Excluded Liabilities	All of the Seller's debts, obligations, Contracts and liabilities, of any kind or nature, that are not expressly assumed.
"As is, where is"	The Transaction is on an "as is, where is" basis without any surviving representations or warranties.
Key Closing Conditions	The Approval and Vesting Order shall have been issued and entered on or before March 7, 2025. The consent of the landlord under the Toronto Facility Lease shall have been obtained to assign the Toronto Facility Lease to the Buyer or a Court Order under Section 11.3 of the CCAA shall have been obtained directing the assignment of the Toronto Facility Lease to the Buyer.
Closing Date	Two (2) Business Days after Court Approval, or such other date as the Parties, with the consent of the Monitor, may agree.

28. I believe the proposed Transactions represent the best available option for the Applicants to maximize the value of their assets and will deliver additional benefits to their stakeholders, including certain current and former employees, customers, suppliers and their landlord. While the Purchase Agreements do not expressly require the buyers to offer employment to any current or former employees of Joriki Canada, as described previously I understand they expect to offer employment to nearly 100 current and former employees in connection with the closings, and are considering additional hires following the re-start of production at the facilities.

29. I understand from counsel that subsection 36(7) of the CCAA imposes restrictions on asset sale approvals relating to the payment of certain employee and pension related amounts. As described in my Initial Affidavit, upon the commencement of the CCAA proceedings, Joriki Canada was (and remains) current on its payroll obligations, including all source deductions, and all accrued and outstanding vacation pay owing to its current and former employees to date has been paid. Further, Joriki Canada does not maintain any registered pension plans. As such, I do not believe these restrictions are relevant in the circumstances.

VII. ADDITIONAL RELIEF SOUGHT

(i) Lease Assignments

30. A key component of the Transactions is that they are “turn-key”. As such, both Transactions contemplate the assignment of the relevant facility lease to the buyer, including as a condition to closing in favour of the buyer. The assignment of the leases is integral to both Transactions given, among other things: (i) the key machinery and equipment being sold pursuant to the Transactions is large scale commercial beverage manufacturing equipment (including fillers, palletizers and case packers) that are set-up in specific configurations and would be challenging, time consuming and expensive to remove; (ii) the buyers intend to offer employment to a

significant portion of Joriki Canada's current and former employees (who, generally speaking, live in communities near the facilities); and (iii) the buyers intend to restart production at the facilities as quickly as possible following closing.

31. The landlord at each of the Canadian facilities is a company owned by Joriki's prior owner. Joriki Canada is current on its rent payments under each of the Delta and Toronto facility leases and expects to remain current through closing of the Transactions. Certain additional rent items (such as property taxes that have only recently been invoiced by the relevant municipal authorities) are in the process of being reviewed and reconciled by the parties.

32. Both the Applicants and the Monitor have kept the landlord apprised of the status of the proposed Transactions and facilitated discussions between the landlord and representatives of the respective buyers regarding the assignment of the leases. I understand from the Monitor and counsel that as part of these discussions, the landlord requested, and the buyers have provided, their financial information to the landlord on a confidential basis.

33. The Applicants, through counsel, requested the landlord's consent to the assignment of the Delta facility lease to Happy Planet on February 7, 2025, and the landlord's consent to the assignment of the Toronto facility lease to Top Shelf on February 13, 2025 (in each case, subject to closing of the relevant Transaction). The landlord has consented to the assignment of the Toronto facility lease. I understand from counsel that the landlord's counsel has advised the landlord is in continuing discussions with Happy Planet regarding the assignment of the Delta facility lease.

34. While the Applicants remain optimistic that a consent for the assignment of the Delta facility lease will be obtained from the landlord prior to the hearing for Court approval of the

Transactions, should that not occur the relief sought on the motion includes a request that the Court direct the assignment of the Delta facility lease to Happy Planet pursuant to section 11.3 of the CCAA. I understand the Monitor supports the Applicants' request in this regard to the extent necessary. The Applicants or the Monitor will update the Court in advance of the hearing regarding the status of the landlord's consent.

(ii) Stay Extension

35. The Stay Period under the Initial Order will expire on February 28, 2025. Additional time is required to complete the Transactions, if approved by this Court, and to advance next steps in these proceedings, including completion of the Pickering liquidation and other remaining efforts to maximize the value of the Applicants' assets and pursue an orderly wind-down of their affairs. An extension of the Stay Period is necessary to provide the Applicants with the stability needed during that time. The Applicants are therefore seeking an extension of the Stay Period to and including March 31, 2025.

36. I believe that the Applicants have acted in good faith in these CCAA proceedings by pursuing the Transactions and other efforts to maximize the value of their assets for the benefit of stakeholders and that the extension of the Stay Period will not unduly prejudice any of their creditors. Furthermore, circumstances exist that make the extension of the Stay Period appropriate as the extension will permit the Applicants to close the Transactions for the benefit of stakeholders, distribute proceeds, continue to advance the liquidation of the Pickering facility, and continue wind-down activities as they work to realize on any residual assets.

37. I understand that an updated cash flow forecast will be filed by the Monitor in connection with its First Report to the Court, and that this updated cash flow forecast will show that the Applicants are expected to have sufficient liquidity to continue these CCAA proceedings

throughout the proposed extension of the Stay Period. Of note, as anticipated, the Applicants have been able to fund their activities from cash on hand and the collection of accounts receivable and have not had to draw on the DIP Loan to date. I understand that the Monitor and the Senior Lenders are supportive of the proposed extension of the Stay Period.

(iii) Distributions

38. The Applicants are requesting authority from the Court for the Applicants and the Monitor to make distributions from time to time of the net proceeds resulting from the closing of the Transactions, the proceeds of the Pickering liquidation and their remaining cash on hand to to the Agent in respect of the obligations outstanding under the Senior Credit Agreement, subject to retaining sufficient funds to satisfy obligations secured by the priority Charges and amounts necessary to facilitate the ongoing administration of these CCAA proceedings and the remaining activities of the Applicants.

39. I understand from the Monitor that counsel to the Monitor has reviewed the security granted by Joriki Canada in favour of the Agent, and found its security to be valid and enforceable, subject to customary assumptions and qualifications.

40. I believe that the proposed distribution relief is reasonable and appropriate at this time and will assist in advancing these proceedings.

(iv) Amendment to Initial Order Requested by CRA

41. In the lead up to the hearing for the Initial Order, the Department of Justice, in its capacity as counsel to the CRA, contacted the Applicants' counsel to request certain amendments to the form of the Initial Order as relates to the Applicants' obligation to remit employment related deductions and contributions to the CRA in the post-filing period. Following discussions amongst

counsel, the parties have agreed to amended language in this regard as reflected in the proposed Ancillary Relief Order. I understand from counsel that similar modifications have been requested by the CRA in other recent CCAA cases. For clarity, the Applicants are current, and expect to remain current, on all post-filing employee related remittances.

(v) *Sealing*

42. The Applicants are seeking an order sealing the confidential appendices to the Monitor's First Report that includes the purchase price payable under both Transactions. I believe that public disclosure of the purchase prices prior to closing of the Transactions would be harmful to the integrity of the Sale Process as well as the Applicants efforts to maximize value for stakeholders should either of the Transactions fail to close and the Applicants be required to pursue alternative transactions.

VIII. CONCLUSION

43. The Applicants, with the assistance and under the oversight of the Monitor, have undertaken extensive efforts through the Sale Process to identify transactions that maximize value and provide additional benefits to their stakeholders. These efforts have resulted in the Applicants entering into the Purchase Agreements, the approval of which is supported by the Monitor and the Senior Lenders.

44. For the reasons set forth herein, I believe that the relief sought by the Applicants on the motion is reasonable and appropriate in the circumstances.

SWORN before me by Michael G. Devon stated as being located in the City of North York in the Province of Ontario, before me at the City of Toronto in the Province of Ontario, on February 21, 2025, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely



A Commissioner for taking affidavits
Name: Erik Axell
LSO: 853450



MICHAEL G. DEVON

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF MICHAEL G. DEVON
SWORN BEFORE ME OVER
VIDEOCONFERENCE THIS 21st DAY OF
FEBRUARY, 2025

Erik Apell

Commissioner for Taking Affidavits

Court File No. CV-25-00735458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36*, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI INC.**

Applicants

AFFIDAVIT OF MICHAEL G. DEVON
(sworn January 22, 2025)

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36*, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI INC.**

Applicants

AFFIDAVIT OF MICHAEL G. DEVON
(sworn January 22, 2025)

I, Michael G. Devon, of the City of North York, in the Province of Ontario, MAKE OATH
AND SAY:

I. INTRODUCTION

1. I am the Chief Financial Officer (“**CFO**”) of Joriki TopCo Inc. (“**Joriki TopCo**”) and its wholly-owned Canadian operating subsidiary, Joriki Inc. (“**Joriki Canada**”). I was also previously the CFO of Joriki USA Inc. (“**Joriki USA**”, and, collectively with Joriki TopCo and Joriki Canada, “**Joriki**” or the “**Company**”), the Company’s U.S. operating subsidiary. For clarity, Joriki USA is not an Applicant in these proceedings.¹

2. My consulting company was engaged by Joriki in June 2024, to assist the Company with its finance functions and I subsequently commenced the CFO role on December 2, 2024, following the planned transition of the Company’s prior CFO. I am responsible for overseeing the

¹ Capitalized terms used in this Introduction and not otherwise defined are defined later in my Affidavit.

Company's finances and have been involved in considering and assessing its business challenges and restructuring options over the past six months. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true. I do not, and do not intend to, waive privilege by any statement herein.

3. This affidavit is made in support of an application by the Applicants for an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"). Unless otherwise indicated, all monetary references in this affidavit are to Canadian dollars.

4. Until very recently, Joriki manufactured and packaged consumer beverages, including juices and plant-based beverages for several large consumer packaged goods companies, and to a lesser extent, grocery retailers and independent brands. Joriki operated its business from three production facilities in Canada (the Toronto and Pickering facilities in Ontario, and the Delta facility in B.C.), and one in the United States (the Pittston facility in Pennsylvania).

5. Founded in 1991, Joriki historically operated a profitable business focused on its GTA operations, before expanding to British Columbia in 2010. Over the past several years, aided by investments from its controlling shareholder and secured debt financing, the Company sought to grow its operations, including expanding capabilities at its existing facilities and, in 2022, commencing the build-out of a new U.S. production facility in Pittston, Pennsylvania.

6. While the Company was very successful in growing its top line revenue, that growth, coupled with ongoing interest expense and various operational challenges, led to the Company suffering a net loss (albeit a relatively small one) in 2022. The Company's losses expanded significantly in 2023 as a result of a delay in the completion and commissioning of the Pittston facility and, thereafter, challenges reaching expected operational capacity and efficiencies there.

7. In response, the Company developed a comprehensive improvement plan for Pittston and, in early 2024, obtained additional financing from its controlling shareholder to fund necessary capital expenditures and negotiated covenant relief and other concessions from its lenders. Unfortunately, in light of subsequent events described below, the Company was unable to implement this plan, with the result that Pittston continued to experience ongoing operating losses, and the Company is now burdened by additional debt.

8. Amidst the turnaround efforts at Pittston, in July 2024 the Pickering facility was implicated in a Canada-wide recall of Silk® and Great Value® plant-based beverages as a result of a *Listeria monocytogenes* outbreak (the “**Recall**”). The Recall had a severe negative impact on the Company’s Canadian business, leading to a shut-down of the Pickering facility (which in FY2024 was Joriki’s largest production site by case volume), production pauses at other facilities, the loss of key customers, significantly reduced revenues, additional costs addressing the Recall and a related regulatory investigation, a class action lawsuit and the threat of additional litigation.

9. The Company worked to respond to the Recall and address the resulting impacts on its business, including securing incremental financing from, among others, The Bank of Nova Scotia and The Toronto Dominion Bank (the “**Senior Lenders**”) and, with the assistance of its professional advisors, undertaking a strategic review of its operations, including conducting a sale process (the “**Sale Process**”) to explore the possibility of a sale of some or all of its business.

10. While the Sale Process generated strong interest in various potential transactions, the Company’s operating losses continued to mount. Following the loss of a key customer and certain potential purchasers advising the Company in late December 2024 they would not be pursuing transactions, the Senior Lenders advised they were no longer prepared to fund the business as a going concern.

11. Accordingly, the Company ceased active business operations and, on December 31, 2024, terminated the employment of substantially all its employees save for a small group to assist in wind-down activities. Prior to doing this, Joriki Canada filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada) (the “**NOI**”) and Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as proposal trustee. On January 12, 2025, Joriki USA filed a petition under Chapter 7 of the United States Bankruptcy Code before the United States Bankruptcy Court for the District of Delaware and Alfred T. Giuliano was appointed as Chapter 7 trustee of Joriki USA (the “**Chapter 7 Trustee**”).

12. Notwithstanding the cessation of active business operations, the Applicants, in consultation with their professional advisors, A&M and the Senior Lenders, continue to believe that one or more value maximizing “turn-key” transactions can still be completed in respect of the Toronto and Delta facilities, including the possibility of transactions that would preserve customer and supplier relationships and could include the possibility of some of Joriki Canada’s remaining and former employees being offered employment by a purchaser. To this end, Joriki Canada has recently entered into a letter of intent (“**LOI**”) with a prospective purchaser of its assets at the Delta facility and is in negotiations in respect of a transaction for the Toronto facility.

13. In light of the foregoing, the Applicants, with the support of the Senior Lenders, have commenced these proceedings in order to maintain the status quo while they pursue transactions for the Toronto and Delta facilities on an expedited timeframe, as well as a liquidation of the Pickering facility. The Applicants believe this course of action represents the best available option in the circumstances to maximize value and preserve the possibility of their Canadian business continuing in some fashion for the benefit of stakeholders.

II. EVENTS LEADING TO THE CCAA FILING

A. Pittston Challenges

14. Founded over 30 years ago, Joriki is a Canadian-headquartered contract manufacturer of beverages for some of the world's largest consumer brands.

15. Historically, the Company operated from its three Canadian production facilities and predominantly serviced the Canadian beverage contract packaging market. In 2019, the Company received an investment from a new controlling shareholder and began pursuing a strategy to accelerate growth with additional technical capabilities, customers and expansion of both its existing facilities and into the United States. While this strategy led to a significant increase in the Company's top-line revenue, it struggled to generate a profit in recent years, primarily driven by ongoing operating losses at its new production facility in Pittston.

16. As part of its growth strategy, in calendar year 2022, the Company began a build-out of a 403,000 sq.ft. seven-line beverage production facility in Pittston, Pennsylvania to service a major long-term contract with an anchor customer for the site in addition to two other customers who were subsequently onboarded. In addition to financing provided by its controlling shareholder, Joriki obtained approximately \$150 million of additional financing from the Senior Lenders and Roynat Capital Inc. ("**Roynat**") to fund the start-up costs related to Pittston.

17. Joriki incurred significant delays and cost overruns on construction and commissioning of the Pittston site relative to initial projections. Further, the Company was unable to effectively scale production capacity at Pittston as a result of operational challenges. Pittston had only five operational production lines (of seven contemplated) which suffered from frequent unplanned downtime. As a result, the Company incurred significant operational losses at Pittston.

18. Notwithstanding these issues, Pittston had significant long-term potential (a plant in a strategically situated location, a number of long-term quality customer contracts and significant growth potential). As such, the Company devoted significant effort to address the challenges at Pittston and improve operations, including via further capital improvements and engaging a third-party operations consultant to assist in optimizing operations, with a goal of achieving full operational capacity on the five lines currently installed during calendar year 2025.

19. To facilitate these efforts, in early 2024 Joriki obtained additional financing from its controlling shareholder and various concessions from the Senior Lenders and Roynat with respect to financial covenants and interest payments under the Senior Credit Agreement and Subordinate Credit Agreement (each as defined below). With the resulting incremental capital and flexibility, in the spring of 2024, the Company, with the assistance of an operations consultant, began to implement a turnaround plan for Pittston. Unfortunately, implementation of this plan was derailed by the organizational and financial strain of the Recall, as discussed below.

B. The Recall and its Impact

20. On July 5, 2024, Joriki Canada was advised by the Canada Food Inspection Agency (“CFIA”) that it was investigating a Listeriosis outbreak in Ontario in collaboration with its federal and provincial regulatory partners. CFIA disclosed that there were nine confirmed Listeriosis cases, of which six reported consumption of Danone Inc.’s (“Danone”) Silk[®] product, with a date code that indicated it was produced at the Pickering facility. The CFIA required that Joriki Canada continue operating the relevant production line that produced this product until July 6, 2024, after which, the CFIA allowed Joriki Canada to shut it down.

21. On July 8, 2024, a food recall warning was issued for various Silk[®] and Great Value[®] brand plant-based refrigerated beverages due to possible *Listeria monocytogenes* contamination, *i.e.* the Recall. A copy of the Recall notice is attached hereto as Exhibit “A”.

22. As a result of the information provided to it by the CFIA, the Company commenced a comprehensive investigation and review of its production protocols and operations in cooperation with CFIA and its customers. No determination has been made by the Company of the source of the *Listeria monocytogenes* or its liability, if any, in connection with the Recall.

23. The Public Health Agency of Canada (“PHAC”) has reported that 20 laboratory-confirmed cases of *Listeria monocytogenes* illness were linked to this outbreak with 15 people hospitalized and three deaths. PHAC’s investigation findings issued on October 11, 2024, identified Silk[®] and Great Value[®] plant-based refrigerated beverages as the likely source of the outbreak. A copy of PHAC’s October 11, 2024, “Public Health Notice: Outbreak of *Listeria* infections linked to recalled plant-based refrigerated beverages” is attached hereto as Exhibit “B”. On October 29, 2024, CFIA announced that it had concluded its investigation and confirmed that it was not able to confirm the primary source of the contamination within the Pickering facility. A copy of CFIA’s “Statement on the conclusion of the food safety investigation related to the recall of various Silk and Great Value brand plant-based refrigerated beverages” dated October 29, 2024, is attached hereto as Exhibit “C”.

24. On August 7, 2024, the CFIA released a public statement identifying Joriki Canada (and the Pickering facility in particular) as the third party manufacturer of the products implicated in the Recall. Certain customers subsequently suspended production at Pickering, and the facility was idled. Although Delta was not implicated in the Recall, various customers also paused production at that facility.

25. As a result of these production shutdowns and suspensions, the Company's run-rate production volumes in Canada fell by over half, resulting in significant negative net operating cash flow in Canada and associated liquidity constraints (previously Canadian operations had been a positive operating cash flow contributor to the business). The resulting losses were funded by additional shareholder loans and by obtaining short term funding from the Senior Lenders and a key customer. Notwithstanding the Company's efforts to obtain additional financing to support the business and sustain liquidity, amounts owing to many trade creditors became significantly past due.

26. Joriki Canada has been named as a defendant in a Quebec class action relating to the Recall, a copy of which is attached as Exhibit "D". A second class action relating to the Recall has been commenced in British Columbia, although to the best of my knowledge Joriki Canada has not been named as a defendant in that proceeding. Danone also delivered a letter providing notice of claims and potential claims against Joriki Canada, and to demand compensation and indemnity with respect to Danone's alleged damages, a copy of which is attached as Exhibit "E".

27. While the Recall had no direct impact on Pittston, management was required to divert its attention from the operational improvement plan there to supporting the Company's investigation and response to the Recall and, in light of its financial circumstances, the Company was unable to make many of the planned capital improvements at Pittston. As a result, Pittston's challenges continued, and its losses continued to mount. These losses were in part funded by weekly cash payments from a key customer, which payments concluded in late December 2024.

28. The impact of the Recall also led to defaults under the Senior Credit Agreement and the Subordinate Credit Agreement. The Company does not have the ability to repay the significant secured debt obligations outstanding thereunder, which total in excess of \$209 million at present.

Given the amounts owing to the Senior Lenders relative to expected proceeds from realizations on the Applicants' assets, it is not expected that any value will be available for others creditors.

C. Restructuring Efforts

29. In light of the mounting issues facing the Company, in August 2024 it engaged Goodmans LLP ("**Goodmans**"), as legal counsel, and A&M, the proposal trustee under the NOI and the proposed monitor in these proceedings (the "**Monitor**"), to assist in reviewing and assessing its strategic options and alternatives, in consultation with the Senior Lenders and their advisors.

30. Following this review, the Company, with the assistance and under the oversight of A&M, undertook the Sale Process to solicit interest in one or more sales or other value maximizing transactions in respect of the Company's business and assets.

31. The Sale Process identified a number of potential transactions for the Company's Canadian business, as well as a potential transaction for its U.S. business. Unfortunately, in late December 2024 certain potential purchasers advised they would not be pursuing transactions. In light of this development, the Senior Lenders advised they were no longer prepared to fund the Company's business as a going concern, with the result that the Company determined to cease operations and, in the case of Joriki Canada, to file the NOI. As noted previously, Joriki USA subsequently filed for Chapter 7 bankruptcy in the United States.

32. Notwithstanding that the Company has ceased active business operations, the Applicants still believe that turn-key transactions are possible for the Toronto and Delta facilities that would both maximize value and potentially preserve customer and supplier relationships and result in a purchaser offering employment to some of its current and former employees. As noted previously, the Company has recently entered into an LOI in respect of its assets at the Delta facility and is in

the process of negotiating definitive transaction documentation. It is also advancing a potential transaction for its assets at the Toronto facility. Accordingly, with the support of the Senior Lenders, the Applicants have commenced these CCAA proceedings to pursue these transactions on an expedited basis, as well as a liquidation of the Pickering facility.

33. Following filing of the NOI, the Applicants, with the assistance of A&M as proposal trustee, have worked to maximize collection of their outstanding accounts receivable, including by working to distribute finished goods and negotiating related accommodations with their customers. The Applicants currently have approximately \$2 million of cash on hand. Depending on outstanding accounts receivable collections and the timing of the receipt of initial liquidation proceeds from Pickering, it is possible they may be able to finance these proceedings and ongoing expenses pending closing of transactions from their own assets. However, in order to ensure they will have sufficient liquidity to do so, the Applicants also have been negotiating a back-stop debtor-in-possession (“**DIP**”) financing facility (the “**DIP Loan**”) with the Senior Lenders (in such capacity, collectively, the “**DIP Lender**”). The DIP Loan is discussed in greater detail below. The DIP Loan remains subject to credit committee approval of the DIP Lender, which is expected to be sought in advance of the hearing for the Initial Order. The Applicants or the proposed Monitor will update the Court on the status of the DIP Loan in advance of the hearing for the Initial Order.

34. Accordingly, the Applicants seek an Initial Order, providing for, among other relief: (a) a continuation of the NOI proceedings into these CCAA proceedings; (b) a stay of proceedings for an initial 30-day period (the “**Initial Stay Period**”); (c) authorization to enter into the DIP Term Sheet (as defined below) and borrow under the DIP Loan (if agreed to) in the maximum principal amount of \$1,200,000; (d) the granting of the following priority charges (collectively, the “**Charges**”) over the Applicants’ Property (as defined in the Initial Order), listed in order of

priority: (i) the Administration Charge (as defined below) up to a maximum amount of \$700,000; (ii) the Directors' Charge (as defined below) up to a maximum amount of \$200,000; (iii) the KERP Charge (as defined below) up to a maximum amount of \$487,500 (plus interest, fees and expenses); and (iv) the DIP Lender's Charge (as defined below) up to a maximum amount of \$1,200,000 (plus interest, fees and expenses).

35. The CCAA proceedings and the relief outlined herein are in the best interests of the Applicants and their stakeholders and, in light of the Applicants' liquidity position and inability to repay their secured debt, represent the best means of pursuing value maximizing transactions for the benefit of stakeholders.

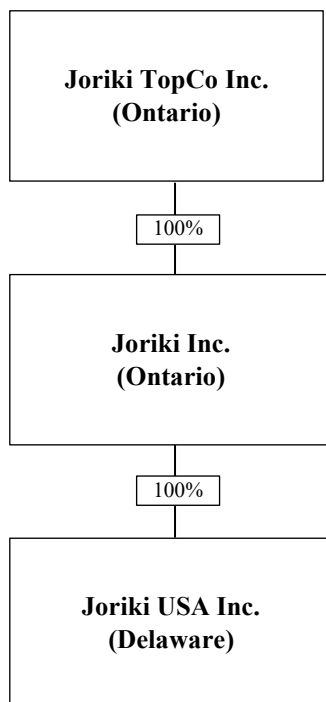
III. BACKGROUND REGARDING THE COMPANY AND THE BUSINESS OF THE APPLICANTS

A. Corporate Structure

(i) Overview

36. An organizational chart outlining the Company's corporate structure is set forth below.

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(ii) *Joriki TopCo Inc.*

37. Joriki TopCo, the privately held parent company of the Applicants, is incorporated under the laws of Ontario with a registered head office located at 3431 McNicoll Avenue, Scarborough, Ontario (*i.e.* the Toronto facility, which also functions as the Company's headquarters). Joriki TopCo is a holding company, and its main asset is its 100% ownership interest in Joriki Canada.

38. As discussed further below, Joriki TopCo is a guarantor of Joriki Canada's obligations under the Senior Credit Agreement and the Subordinate Credit Agreement, and has granted security interests in the equity interests it holds in Joriki Canada to secure those obligations. Joriki TopCo is also the issuer of the Promissory Grid Notes (as defined below).

(iii) *Joriki Inc.*

39. Joriki Canada is a company incorporated under the laws of Ontario with its registered head office at the Toronto facility. Joriki Canada operated the Company's business in Canada, including

each of the Toronto, Pickering and Delta facilities. Joriki Canada is also the direct parent of Joriki USA.

40. As discussed further below, Joriki Canada is the borrower under the Senior Credit Agreement, the Subordinate Credit Agreement and the Intercompany Loan (as defined and discussed below), and has granted security interests in substantially all of its property to secure those obligations.

(iv) Joriki USA Inc.

41. Joriki USA is a company incorporated under the laws of Delaware and was the operating entity of the Company's business in the United States.

42. As noted previously, on January 12, 2025, Joriki USA filed a petition under Chapter 7 of the United States Bankruptcy Code. I understand the Chapter 7 Trustee will advance realization efforts in respect of Joriki USA's assets for the benefit of its creditors.

B. The Business

(i) Overview

43. As referenced above, the Company is a Canadian headquartered contract manufacturer of beverages that offered production and packaging services for some of the world's largest consumer packaged goods companies, grocery retailers and independent brands. The Company provided end-to-end solutions to these customers, including: (i) bottle blow molding; (ii) recipe development support; (iii) plant trials; (iv) manufacturing; (v) quality inspection; and (vi) warehousing and shipping.

44. The production facilities are equipped with technology for blending, filling and packaging and the Company's core service capabilities included: (i) aseptic carton; (ii) aseptic bottle; (iii)

single and multi-serve hot-fill; and (iv) single and multi-serve chilled beverages. The facilities' production lines enabled the Company to run various flavours, configurations, pack sizes and formats, with flexible batching and blending systems for juices, electrolyte incorporation and plant-based proteins.

(ii) *Customers*

45. Joriki's contractual commitments with its customers are generally multi-year and are segmented into two categories:

- (a) **Turnkey** - where the Company orders and purchases raw materials from certain customers' preferred vendors and passes through those costs (subject to certain periodic cost-price adjustments) to those customers, plus the Company's applicable fees or mark-up based on cases produced; and
- (b) **Tolling** - where the Company charges fixed fees per case produced based on its services, allocable overhead costs and certain packaging and other costs incurred directly, but does not incur most raw material costs.

46. The contractual arrangements with the Company's customers specify what facility is to produce the products and how they are to be produced. As a result, production lines are configured to customers specific requirements and are not easily interchangeable.

47. The Company has a very high customer concentration. During FY24, three customers accounted for approximately 75% of case volume in Canada.

48. Many of the Company's customers are also highly dependent on Joriki and will have challenges replacing Joriki as a supplier in the near term. Accordingly, the Applicants believe that

pursuing turn-key transactions that would see a purchaser continue operating certain of its Canadian facilities could provide benefits to some of Joriki's Canadian customers.

(iii) Headquarters and Canadian Production Facilities

49. The Company serviced its customers from its four production facilities and managed the business from its corporate headquarters located at the Toronto facility.

(a) Toronto Facility

50. The Toronto facility is located in Scarborough, Ontario. It has five production lines in an approximately 65,000 square foot leased facility and a production capacity of approximately 219,000 cases per week. The production run-rate in FY24 was approximately 174,000 cases per week (79% of capacity) and the plant generated significant positive EBITDA for the Company. On November 15, 2024, the Company was given notice by its largest customer at Toronto (who represented approximately 40% of the case volume produced at this site) that they were terminating their contract effective January 2025.

(b) Pickering Facility

51. The Pickering facility is located at 885 Sandy Beach Road, Pickering, Ontario. It has five production lines in an approximately 118,000 square foot leased facility and a production capacity of approximately 302,000 cases per week. The production run-rate in FY24 was approximately 225,000 cases per week (75% of capacity) and the plant generated positive EBITDA for the Company prior to the Recall.

52. As discussed previously, the Pickering facility was idled following the Recall. The Pickering facility's two largest customers subsequently advised they had no plans to place any further orders for fulfillment from the Pickering facility and began the process of transitioning to

an alternative supplier. As no expressions of interest were received for Pickering in the Sale Process, the Applicants expect to proceed with an orderly liquidation of their assets there.

(c) **Delta Facility**

53. The Delta facility is located at 695 Derwent Way, Delta, BC. It has three production lines in an approximately 54,000 square foot leased facility and a production capacity of approximately 114,000 cases per week. The production run-rate in FY24 was approximately 63,000 cases per week (55% of capacity) and the plant generated negative EBITDA.

(d) **Regulatory Licenses**

54. Each Canadian production facility is required to have a Safe Food for Canadians License (“SFC License”) under the *Safe Food For Canadians Regulations* (the “SFCR”) in order to operate. The CFIA oversees and ensures that production facilities, such as the Company’s, are operating in accordance with the SFCR.

55. As a result of the Recall and resulting inspections by CFIA at Pickering, on August 22, 2024, CFIA issued a written report of non-compliance to Joriki Canada under the SFCR, including outlining various corrective actions required to be taken to avoid a suspension of the Pickering SFC License. Further, on September 9, 2024, a CFIA inspector ordered that all persons employed by Joriki Canada were limited from access to anything at the Pickering facility to prevent product trial and product manufacturing with the intent of distributing. In light of the cessation of operations and the decision to liquidate Pickering, on December 31, 2024, Joriki Canada voluntarily surrendered the Pickering SFC License to the CFIA.

56. The SFC Licenses for the Toronto and Delta facilities remain in good standing and, to the knowledge of the Company, there is no pending regulatory action by CFIA in relation to those facilities.

(iv) Employees

57. As of December 30, 2024, the Company had approximately 565 full-time and temporary employees, approximately 337 of whom were employed by Joriki Canada.

58. As discussed previously, on December 31, 2024, the Company terminated the employment of substantially all of its employees save for certain employees retained to wind-down the Company's operations. Joriki Canada provided notice of group terminations to the Ontario Director of Employment Standards (Ministry of Labour, Immigration, Training and Skill Development) and to the B.C. Minister of Labour.

59. None of Joriki Canada's employees were unionized and the Applicants do not have any registered pension plans.

60. Joriki Canada is current on its payroll obligations, including all source deductions, and all accrued and outstanding vacation pay owing to its employees has been paid.

61. In light of the filing of the NOI and Joriki Canada's financial position, it is unable to make payment of any termination and/or severance pay that is owing to its former employees. As described in greater detail below, the Applicants are seeking a WEPP (as defined below) declaration as part of the relief sought on the Initial Order.

IV. FINANCIAL POSITION

A. Financial Statements

62. The fiscal year end of the Company is June 30. Copies of the Company’s consolidated audited financial statements for the year ended June 30, 2023 (the “**2023 Financials**”), and unaudited internal financial statements for Joriki Canada for the year ended June 30, 2024 (the “**2024 Financials**”) are attached hereto as Exhibits “F” and “G”, respectively. Audited financial statements for 2024 were not completed owing to the financial position of the Company. A copy of Joriki Canada’s most recent unaudited financial statements for the period ending December 31, 2024, are attached as Exhibit “H”.

63. As at December 31, 2024, Joriki Canada’s assets had an unaudited book value of approximately \$287 million, and its liabilities had an unaudited book value of approximately \$261 million. Joriki Canada’s assets include approximately \$215 million due from Joriki USA (reflecting Joriki Canada’s investment in Joriki USA), which the Applicants expect no recovery on in light of Joriki USA’s bankruptcy.

B. Funded Debt Obligations

(i) Overview

64. Joriki Canada is party to two secured credit agreements, as well as a secured intercompany loan from Joriki TopCo, which are summarized in the following table and described in greater detail in the paragraphs that follow:

Debt Obligation	Amount Outstanding as at Dec. 31, 2024 (approximately)	Maturity	Borrower(s)	Guarantor(s)	Secured
Senior Credit Agreement	\$192,100,408	September 20, 2026	Joriki Canada	Joriki USA Joriki TopCo	Yes

Debt Obligation	Amount Outstanding as at Dec. 31, 2024 (approximately)	Maturity	Borrower(s)	Guarantor(s)	Secured
Subordinate Credit Agreement	\$17,341,510	December 15, 2026	Joriki Canada	Joriki USA Joriki TopCo	Yes
Intercompany Loan	\$40,000,000 (plus accrued interest)	June 30, 2027	Joriki Canada	No	Yes
TopCo Promissory Grid Notes	\$40,000,000 (plus accrued interest)	June 30, 2027	Joriki TopCo	N/A	No

(ii) *Senior Credit Agreement*

65. Joriki Canada, as borrower, Joriki USA and Joriki TopCo, as guarantors, Bank of Nova Scotia, as administrative agent (the “**Senior Agent**”), and the Senior Lenders, entered into a fourth amended and restated credit agreement dated March 11, 2024, as amended by (i) a first amendment to the fourth amended and restated credit agreement dated as of September 23, 2024, (ii) a second amendment to the fourth amended and restated credit agreement dated as of November 12, 2024, (iii) a third amendment to the fourth amended and restated credit agreement dated November 18, 2024, and (iv) a fourth amendment to the fourth amended and restated credit agreement dated December 4, 2024 (collectively, the “**Senior Credit Agreement**”). The Senior Credit Agreement amended and restated an earlier credit agreement with the Senior Lenders originally dating back to 2019. A copy of the current amended Senior Credit Agreement (excluding exhibits and schedules) is attached as Exhibit “I”.²

² The names of the Company’s customers have been redacted in the Senior Credit Agreement and the Subordinate Credit Agreement to preserve customer confidentiality.

66. Pursuant to the Senior Credit Agreement, the Senior Lenders made available to Joriki Canada: (i) various secured revolving credit facilities of up to \$47 million; (ii) a secured non-revolving term loan facility in the aggregate principal amount of \$18 million; and (iii) a non-revolving term loan facility in the aggregate principal amount of US\$78,091,942 (collectively, the “**Senior Secured Facilities**” and each a “**Senior Secured Facility**”).

67. Amounts outstanding under the Senior Secured Facilities bear interest at the applicable interest rate plus an applicable margin depending on the type of borrowing and Total Debt to EBITDA Ratio (as defined in the Senior Credit Agreement) of Joriki Canada at the time of the borrowing. The Senior Secured Facilities mature on September 20, 2026. As at December 31, 2024, there was approximately \$192 million owing under the Senior Secured Facilities. There is no remaining availability under the Senior Secured Facilities.

68. As previously indicated, Joriki Canada is in default under the Senior Credit Agreement. Among other defaults, the Recall and its effects constitute a “Material Adverse Effect” under the Senior Credit Agreement, and the Company has also been unable to deliver audited financial statements for FY24 to the Agent in accordance with the Senior Credit Agreement. Notwithstanding these defaults, over the past several months the Senior Lenders extended additional credit to the Company in order to assist in addressing its liquidity needs while it assessed its strategic options; however, given the circumstances, the Senior Lenders have advised they are not prepared to advance any further funding without the benefit of a priority charge.

69. The Secured Facilities are secured by a security interest in substantially all of the assets and property of Joriki Canada (amongst other collateral). Attached as:

- (a) Exhibit “J” is a copy of the *Personal Property Security Act* (Ontario) (“**ON PPSA**”) registrations against Joriki Canada as at January 17, 2025. The ON PPSA searches show that the Senior Agent has a first in time registration against Joriki Canada in respect of all classes of collateral excluding consumer goods³;
- (b) Exhibit “K” is a copy of the *Personal Property Security Act* (B.C.) (“**BC PPSA**”) registrations against Joriki Canada as at January 17, 2025. The BC PPSA searches show that the Senior Agent has a first in time registration against Joriki Canada in respect of all present and after acquired personal property of Joriki Canada; and
- (c) Exhibit “L” is a copy of the ON PPSA registrations against Joriki TopCo as at January 17, 2025. The ON PPSA searches show that the Senior Agent has a first in time registration against Joriki TopCo in respect of “Accounts” and “Other”.

70. The ON PPSA and BC PPSA registrations against Joriki Canada also reflect certain registrations relating to the lease of equipment (such as forklifts) that the Company utilized in its day to day operations.

(iii) *Subordinate Credit Agreement*

71. Joriki Canada, as borrower, Joriki USA and Joriki TopCo, as guarantors, and Roynat, as administrative agent and lender, entered into an amended and restated credit agreement dated March 11, 2024 (the “**Subordinate Credit Agreement**”) pursuant to which Roynat made available to Joriki Canada a non-revolving loan in the aggregate principal amount of \$15 million (the “**Roynat Term Loan**”). The Subordinate Credit Agreement amended and restated an earlier credit

³ The Investor Agent (as defined below) has an earlier in time registration relating to purchased receivables under the Receivables Purchase Agreement (as defined below).

agreement with Roynat originally entered into in 2023. A copy of the Subordinate Credit Agreement (excluding exhibits and scheduled) is attached as Exhibit “M”.

72. The Roynat Term Loan bears interest at 14%, payable monthly in cash or payment in kind interest (up to a maximum of 5% of the interest rate). The Roynat Term Loan matures on December 15, 2026.

73. As at December 31, 2024, the amount outstanding under the Roynat Term Loan was approximately \$17.3 million. The Roynat Term Loan is secured by a security interest in substantially all of the assets and property of Joriki Canada (amongst other collateral). The ON PPSA and BC PPSA searches referenced above show that Roynat has security registrations against each of Joriki Canada and Joriki TopCo.

(iv) TopCo Promissory Grid Notes and Intercompany Loan

74. In connection with the early 2024 refinancing undertaken by the Company, the controlling shareholder agreed to loan \$40 million to fund the Company’s ongoing operations, and in particular the Pittston operational turnaround efforts. These loans were funded over the course of 2024, with the final advance being made in September 2024. The loans are evidenced by three promissory grid notes issued by Joriki TopCo to the controlling shareholder dated January 19, 2024 (the “**TopCo Promissory Grid Notes**”). The TopCo Promissory Grid Notes are unsecured, bear interest at 20% and mature on June 30, 2027.

75. The \$40 million advanced under the TopCo Promissory Grid Notes was subsequently on-lent by Joriki TopCo to Joriki Canada (the “**Intercompany Loan**”) as reflected in a promissory grid note issued by Joriki Canada to Joriki TopCo dated January 19, 2024. The Intercompany Loan bears interest at 20.05% and matures on June 30, 2027. As security for the Intercompany Loan,

Joriki Canada granted Joriki TopCo a security interest in substantially all of the assets and property of Joriki Canada. The ON PPSA and BC PPSA searches referenced above show that Joriki TopCo has security registrations against Joriki Canada.

76. On March 11, 2024, Joriki TopCo entered into subordination agreements with each of the Senior Agent and Roynat, pursuant to which Joriki TopCo agreed that payment of the Intercompany Loan is subordinated in right of payment to the prior payment in full of the obligations under the Senior Credit Agreement and Subordinate Credit Agreement.

(v) Intercreditor Agreement

77. The Senior Agent, Roynat, Joriki Canada, Joriki TopCo and Joriki USA are parties to an Intercreditor Agreement dated September 8, 2023 (the “**Intercreditor Agreement**”). Among other things, the Intercreditor Agreement provides that the payment and performance of the obligations owing to Roynat under the Subordinate Credit Agreement and the related security are deferred, postponed and subordinate in all respects to the prior final and irrevocable payment in full in cash of the obligations owing to the Senior Lenders under the Senior Credit Agreement. A copy of the Intercreditor Agreement is attached as Exhibit “N”.

C. Receivables Purchase Agreement

78. Joriki Canada is a party to a receivables purchase agreement with JPMorgan Chase, N.A., as agent for certain investors (the “**Investor Agent**”) dated September November 2, 2015 (the “**Receivables Purchase Agreement**”). Pursuant to the Receivables Purchase Agreement, Joriki Canada automatically offers to sell its receivables from a specified large customer (the “**Designated Receivables**”) to the Investor Agent. If the Investor Agent accepts the applicable offer, it pays Joriki Canada a purchase price for the Designated Receivables pursuant to a

calculation outlined in the Receivables Purchase Agreement and Joriki Canada sells the Designated Receivables to the Investor Agent. The customer subsequently pays the purchased Designated Receivables directly to the Investor Agent. In light of the cessation of Joriki Canada's operations, it is no longer generating Designated Receivables.

D. Trade Creditors

79. Joriki Canada purchased goods and services in the normal course of business to facilitate the manufacturing of its products and the administration of the Company. Given liquidity constraints following the Recall, Joriki Canada was paying many vendors significantly in excess of usual payment terms and was unable to make payment of certain outstanding trade vendor invoices. Amounts owed to trade creditors by Joriki Canada total approximately \$11.8 million.

E. Leased Real Property

80. Joriki Canada leases all of its production facilities. Each of the Canadian facility leases expire on September 30, 2029. Joriki Canada also leases warehouse space in the GTA. Joriki Canada is current on its monthly lease payments to its landlords, although certain small amounts outstanding for the pre-NOI period have recently been identified following discussions with the landlord of the production facilities.

F. Litigation

81. As noted previously, Joriki Canada has been named as a defendant, along with Danone and Walmart, in a class action that has been filed in Quebec in relation to the Recall (the "**Quebec Class Action**"). The Quebec Class action seeks compensation for "all persons in Canada who purchased the various Silk and Great Value brand plant based refrigerated beverages recalled due to *Listeria monocytogenes*." The Quebec Class Action has not been certified and the next

scheduled step is a judicial mediation in February 2025. The Applicants do not intend to participate in that mediation although understand their insurers may choose to do so.

82. A separate class action relating to the Recall has been commenced against Danone and Walmart in British Columbia. As of the date hereof, to the best of my knowledge Joriki Canada has not been named as a defendant in that proceeding.

83. Elopak Canada Inc., a vendor of Joriki Canada, has also filed an application with the Ontario Superior Court of Justice seeking damages against Joriki Canada in an approximate amount of \$1 million dollars in relation to unpaid invoices and a failure to take delivery of finished goods (the “**Elopak Claim**”). A hearing date for the Elopak Claim had yet to be scheduled when the NOI was filed.

84. In the weeks prior to the filing of the NOI, certain other trade creditors indicated they intended to commence legal action against Joriki Canada to recover amounts owing to them, although to my knowledge Joriki Canada has not been served with any additional statements of claim or other originating document.

V. ASSESSMENT OF STRATEGIC ALTERNATIVES AND THE SALE PROCESS

85. In August 2024, Joriki engaged Goodmans and A&M to assist it in reviewing and assessing its potential options and alternatives in light of the financial difficulties facing the Company. As part of these efforts, the Company engaged in continuing discussions and negotiations with various stakeholders, including the Senior Lenders and key customers, to discuss the potential options available to the Company.

86. To provide the Company with the liquidity and runway necessary to review its options and continue operations, the Senior Lenders and a key customer provided the Company with additional financing and funding over the course of the past several months.

87. Following this strategic review, the Company, in consultation with the Senior Lenders and their advisors, determined that the best available alternative was to pursue the Sale Process for the Company's business with the assistance of A&M.

88. The Sale Process was initially focused on a potential transaction involving Pittston but was subsequently expanded to include the Canadian operations. Marketing outreach commenced in early November 2024 and indications of interest ("**IOIs**") were received in late November 2024. Following review of the IOIs and in consultation with the Company's advisors and the Senior Lenders, a limited number of interested parties were invited to submit LOIs for a transaction by December 18, 2024. While the Company received LOIs for transactions involving various portions of the Canadian business, certain participants, including a potential purchaser of the U.S. business, ultimately advised the Company they did not intend to pursue a transaction.

89. Following the filing of the NOI, the Applicants, with the assistance of A&M, have continued to engage with potential purchasers of their assets at the Canadian facilities and, as described previously, have entered into an LOI in respect of the Delta facility and are pursuing a transaction in respect of the Toronto facility. Potential purchasers have expressed an interest in hiring some of Joriki Canada's remaining employees and former employees, and, in some cases, re-commencing production for customers. The Applicants intend to advance the negotiation and finalization of definitive transaction documentation with prospective purchasers and return to Court as quickly as possible to seek approval of transactions.

VI. LIQUIDATION OF PICKERING

90. While the Applicants expect to enter into turn-key or other value maximizing transactions for the Delta and Toronto facilities, they believe that the best available option for Pickering is to proceed with an orderly liquidation. No offers were received for the Pickering facility in the Sale Process and the go-forward viability of this site has been impacted by the Recall and the loss of key customers. To that end, the Applicants, with the assistance of a liquidator, intend to proceed with an orderly liquidation of the inventory and equipment at the Pickering facility. A copy of the auction and liquidation services agreement between Joriki Canada and Maynards Industries II Canada Ltd. (the proposed liquidator) dated January 22, 2025, is attached hereto as Exhibit “O”.

VII. RELIEF SOUGHT ON THE CCAA APPLICATION

A. The Applicants are Insolvent

91. Since the Recall, the Applicants have been facing, and continue to face, an ongoing liquidity crisis. The Company is also in default under the Senior Credit Agreement and Subordinate Credit Agreement and is not in a position to repay the obligations outstanding thereunder. While the Senior Lenders have provided various accommodations and additional extensions of credit to the Company over the past several months, they have confirmed that any additional funding (*i.e.* the potential DIP Loan) is conditional on commencing these proceedings and entering into and completing the transactions and an orderly liquidation of Pickering on an expedited basis. Accordingly, the Applicants are insolvent.

B. Stay of Proceedings

92. The current NOI stay expires on January 30, 2024. In light of their financial circumstances, pending and threatened litigation and the possibility of creditors and contractual counterparties

taking adverse action, the Applicants require a continuing stay of proceedings and other protective relief under the proposed Initial Order in order to preserve the status quo and provide breathing space while they work to complete and implement turn-key transactions and an orderly liquidation of Pickering.

93. The Applicants are therefore requesting a stay of proceedings for the Initial Stay Period, and expect to seek an extension of the stay through the implementation of any transactions and the liquidation of Pickering.

C. Cash Flow Forecast and DIP Financing

94. The Applicants' principal use of cash during these CCAA proceedings will consist of restructuring expenses, rent and utility payments and payroll expenses for Joriki Canada's remaining employees. As noted previously, it is possible the Applicants may be able to fund these proceedings and their ongoing expenses from cash on hand and realizations on certain of their assets (*e.g.*, outstanding accounts receivable and initial liquidation proceeds from Pickering). However, the quantum, timing and collectability of these receipts is uncertain at present and, as reflected in the cash flow forecast that I understand will be filed by A&M as proposed Monitor (the "**Cash Flow Forecast**"), it is possible that incremental financing may be required by the Applicants.

95. Accordingly, the Applicants, as borrower, have negotiated a term sheet (the "**DIP Term Sheet**") with the DIP Lender which contemplates a DIP Loan in a maximum principal amount of \$1,200,000, to be secured by a super-priority DIP financing charge (the "**DIP Lender's Charge**"). Based on the Cash Flow Forecast, the DIP Loan is expected to provide the Applicants with sufficient liquidity to fund their current obligations in the ordinary course during these CCAA

proceedings while they work towards entering into and implementing the transactions and an orderly liquidation of Pickering.

96. As noted, although the DIP Term Sheet is in an agreed final form, the DIP Loan remains subject to credit committee approval from the DIP Lender, which is expected to be sought in advance of the hearing for the Initial Order. The Applicants or the proposed Monitor will update the Court in advance of the hearing for the Initial Order on the status of the DIP Loan.

D. Continued Use of Cash Management System

97. In the ordinary course of its business, the Applicants use a centralized cash management system (the “**Cash Management System**”). As part of the Cash Management System, the Applicants have multiple operating bank accounts in Canada which are used for all day-to-day and corporate operating transactions, including the collection of receipts. The Applicants are seeking the authority to continue to use the Cash Management System. The continued operation of the existing Cash Management System will minimize disruptions and avoid the need to negotiate and implement alternative banking arrangements. The current Cash Management System includes the necessary accounting controls to enable the Applicants and the proposed Monitor to trace funds and ensure that all transactions are adequately ascertainable. As such, the proposed Initial Order authorizes the continuation of the current Cash Management System.

E. The Proposed Monitor

98. The Applicants are seeking the appointment of A&M as the Monitor in these CCAA proceedings. A&M is the proposal trustee of Joriki Canada and has consented to act as the Monitor, subject to Court approval. I understand a copy of the Consent to Act as Monitor provided by A&M

will be included in the Application Record filed in connection with the application for the proposed Initial Order.

99. I understand from Alan J. Hutchens of A&M that A&M is a trustee within the meaning of Section 2 of the *Bankruptcy and Insolvency Act* (Canada), as amended, and is not subject to any of the restrictions on who may be appointed as monitor set out in Section 11.7(2) of the CCAA.

100. A&M became involved with the Company in August 2024 to assist the Company in its review of financial and restructuring matters and in contemplation of serving as a Court officer if formal restructuring proceedings were commenced. During the course of its mandate, A&M has assisted in reviewing and analyzing the Company's financial and liquidity position (including the Cash Flow Forecast) and restructuring options, including overseeing the Sale Process.

101. The professionals at A&M who will have carriage of this matter have acquired significant knowledge of the Company, its business and financial circumstances, and the overall restructuring efforts of the Company undertaken to date. I believe that A&M is in a position to assist the Applicants with their restructuring efforts in these CCAA proceedings.

F. KERP

102. Following the Recall, a number of the Company's employees resigned, creating ongoing challenges in ensuring the continuation of normal course operations and resulting in an increased workload for many of the Company's remaining employees. To address this, in early December 2024, the Company, with the consent of the Senior Lenders, implemented a key employee retention program designed to incentivize certain employees who were critical to the ongoing operations of business to remain with the Company (the "**Pre-Filing KERP**").

103. The Pre-Filing KERP remains of vital importance to the Applicants to ensure that the participating employees stay through the conclusion of the Sale Process, any transactions that are entered into, and the final wind-down of the Applicants' business. The Pre-Filing KERP entitles the key employees to a lump sum cash payment (based on a percentage of their target annual compensation), provided that such key employee remains in the employment of Joriki Canada through the earlier of completion of a transaction, and a specified date.

104. The Applicants' remaining senior management were not participants under the Pre-Filing KERP. In connection with commencing these proceedings, the Applicants are seeking authorization to establish a key employee retention program for senior management structured in a manner consistent with the Pre-Filing KERP (the "**Senior Management KERP**" and, together with the Pre-Filing KERP, the "**KERP**"). As with the Pre-Filing KERP participants, the Applicants believe it is critical that the remaining senior management team be incentivized to remain in their roles pending completion of the Sale Process and any transactions that are entered into. Of note, the Company's CEO resigned in December 2024 and the Company's controller recently resigned with the result that the remaining senior management team has had to assume a greater set of responsibilities (on top of the increased responsibilities they had already been dealing with in light of the Company's operational and financial challenges as detailed herein). In addition, given the departure of the CEO, the former CFO and the controller, the remaining senior management team has critical institutional knowledge that is not replaceable.

105. In the Initial Order, the Applicants are seeking: (i) authorization to make the retention payments owing by Joriki Canada under the Pre-Filing KERP; (ii) approval of the KERP; and (iii) the granting of a priority charge (the "**KERP Charge**") to secure the maximum amount that could be owing under the KERP (*i.e.* under both the Pre-Filing KERP and the Senior Management

KERP), which is \$487,500. Given the Pre-Filing KERP has already been approved and implemented by the Company, with the consent of the Senior Lenders, I believe it is critical and appropriate for these authorizations and protections to be granted now so there is no potential uncertainty regarding the status of the Pre-Filing KERP, and so that all participants in the KERP have the same protections.

106. I understand that A&M is supportive of the relief sought relating to the KERP and will be providing additional information on the KERP in its pre-filing report.

G. Administration Charge

107. The proposed Initial Order contemplates that a Court-ordered charge over the property will be granted in favour of the proposed Monitor (A&M), counsel to the proposed Monitor (Osler, Hoskin & Harcourt LLP) and counsel to the Applicants (Goodmans) to secure the payment of their respective fees and disbursements up to a maximum of \$700,000 for the Initial Stay Period (the “**Administration Charge**”). The Administration Charge is proposed to have first ranking priority over all security interests, trusts (including deemed trusts), liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, the “**Encumbrances**”) on the Property.

108. The Applicants require the expertise, knowledge, and continued participation of the proposed beneficiaries of the Administration Charge during the CCAA proceedings. Each of the beneficiaries of the Administration Charge will have distinct roles in the CCAA proceedings, and will contribute to the Applicants’ restructuring efforts.

109. The quantum of the proposed Administration Charge was estimated by the Applicants, with the assistance of the proposed Monitor. I believe that the Administration Charge is fair and

reasonable in the circumstances. I understand that the proposed Monitor and the Senior Lenders are also supportive of the Administration Charge.

H. Directors and Officers Indemnity and Charge

110. I am advised by Chris Armstrong of Goodmans, counsel to the Applicants, and believe that, in certain circumstances, directors can be held liable for certain obligations of a company owing to employees and government entities, which may include unpaid wages and vacation pay, together with unremitted sales, goods and services, and harmonized sales taxes.

111. The Company maintains an insurance policy in respect of the potential liability of its directors and officers, as well as those of its subsidiaries (the “**D&O Policy**”). While the D&O Policy insures directors and officers for certain claims that may arise against them in their capacity as directors and/or officers of the Applicants, that coverage is not absolute. Rather, it is subject to several exclusions and limitations, which may result in there being no coverage or insufficient coverage for potential liabilities.

112. The remaining directors and officers of the Applicants have expressed a desire for certainty with respect to their potential personal liability if they continue in their current roles in the CCAA proceedings.

113. Each of the remaining directors and officers has considerable experience with, and knowledge of, the Applicants’ business. The Applicants require, and stakeholders will benefit from, the active involvement of their directors and officers during the CCAA proceedings, including the continuation of the Sale Process and the implementation of any transactions that are entered into. Given the uncertainty surrounding insurance and available indemnities, the Applicants’ directors and officers have indicated that their continued service and involvement in

the CCAA proceedings is conditional upon the granting of a Court-ordered charge on the Property (the “**Directors’ Charge**”) in the amount of \$200,000 to secure the indemnity provided to the directors and officers in the proposed Initial Order in respect of liabilities they may incur during the CCAA proceedings in their capacities as such. The Directors’ Charge would be subordinate to the proposed Administration Charge but will rank in priority to all other Encumbrances.

114. The Applicants believe that the Directors’ Charge is reasonable in the circumstances, especially in light of the aforementioned risks. I understand that the proposed Monitor and the Senior Lenders are supportive of the Directors’ Charge and its quantum. The amount of the Directors’ Charge has been calculated with the assistance of A&M based on the estimated potential exposure of the directors and officers and has been reviewed with me. I understand that A&M will provide further information to the Court on the calculation of the Directors’ Charge in its pre-filing report. The proposed Directors’ Charge would apply only to the extent that the directors and officers do not have coverage under the D&O Policy.

I. Priorities of Charges

115. It is contemplated that the priorities of the various Court-ordered Charges granted pursuant to the Initial Order, as among them, will be as follows:

- (a) Administration Charge: up to a maximum of \$700,000;
- (b) Directors’ Charge: up to a maximum of \$200,000;
- (c) KERP Charge: up to a maximum amount of \$487,500; and
- (d) DIP Lender’s Charge: up to a maximum of \$1,200,000, plus interest, fees and expenses.

116. The proposed Initial Order provides for the Charges to rank in priority to all Encumbrances in favour of any person. I understand that notice of the CCAA application will be provided to the Applicants' secured creditors, and that the Senior Lenders are supportive of the proposed Charges.

J. WEPP Relief

117. I am advised by Chris Armstrong of Goodmans that, in the context of proceedings under the CCAA, section 5(5) of the *Wage Earners Protection Program Act* ("WEPP") provides that "on application by any person, a court may, in proceedings under Division I of Part III of the *Bankruptcy and Insolvency Act* or under the *Companies' Creditors Arrangement Act*, determine that the former employer meets the criteria prescribed by regulation." Pursuant to Section 3.2 of the *Wage Earner Protection Program Regulations*, "for the purposes of subsection 5(5) of the Act, a court may determine whether the former employer is the former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operations."

118. As outlined herein, Joriki Canada has terminated the employment of all of its employees in Canada other than those retained to wind down its business operations. I understand from Mr. Armstrong that WEPP may provide payments in respect of amounts that may be owing to Joriki Canada's former employees, such as termination and severance pay. Accordingly, the Applicants have determined that it is appropriate to seek a declaration that WEPP is applicable to the Applicants in order to enable the former employees to timely access any benefits to which they may be entitled to under WEPP.

VIII. CONCLUSION

119. The Applicants, with the assistance of their professional advisors and in consultation with the Senior Lenders and their advisors, are commencing these CCAA proceedings to facilitate the completion of the Sale Process and, ultimately, value maximizing transactions that may also provide benefits to their current and former employees, customers and suppliers. The Applicants believe that the relief sought pursuant to the proposed Initial Order is appropriate and necessary in the circumstances in order to facilitate these continuing efforts, and respectfully requests that the Court grant the proposed Initial Order.

SWORN before me by Michael G. Devon stated as being located in the City of North York in the Province of Ontario, before me at the City of Toronto in the Province of Ontario, on January 22, 2025, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.

Madeline Cummings

A Commissioner for taking affidavits

Madeline Morgan Cummings, a
Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires May 31, 2026.

Michael G. Devon

MICHAEL G. DEVON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-25-00735458-00CL

AND IN THE MATTER OF AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF JORIKI TOPCO INC., JORIKI INC.,
AND JORIKI USA INC.

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

AFFIDAVIT OF MICHAEL G. DEVON
(sworn January 22, 2025)

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Lawyers for the Applicants

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF MICHAEL G. DEVON
SWORN BEFORE ME OVER
VIDEOCONFERENCE THIS 21st DAY OF
FEBRUARY, 2025

Erik Apell

Commissioner for Taking Affidavits

ASSET PURCHASE AGREEMENT

JORIKI INC.

as Seller

- and –

HAPPY PLANET FOODS, INC.

as Buyer

January 31, 2025

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of January 31, 2025

AMONG:

JORIKI INC., a corporation incorporated under the laws of the Province of Ontario (the “**Seller**”)

- and -

HAPPY PLANET FOODS, INC., a corporation amalgamated under the federal laws of Canada (the “**Buyer**”)

RECITALS:

- A. The Seller has filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada) and Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as proposal trustee (the “**Proposal Trustee**”) of the Seller (the “**BIA Proceedings**”).
- B. The Seller and certain of its Affiliates (the “**CCAA Applicants**”) have converted the BIA Proceedings to proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), and obtained an initial order (the “**Initial CCAA Order**”) from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on January 28, 2025, pursuant to which, *inter alia*, A&M was appointed as the monitor of the CCAA Applicants (in such capacity, the “**Monitor**”).
- C. Subject to Court Approval, the Seller has agreed to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer has agreed to purchase the Purchased Assets, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement,

- (a) “**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and “control” and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person (“**A**”) controls another Person (“**B**”) where A has the power to determine the management and

policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose;

- (b) **“Agreement”** means this Asset Purchase Agreement and all attached Exhibits and Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof;
- (c) **“A&M”** has the meaning given to such term in Recital A;
- (d) **“Applicable Law”** means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, the Seller, the Buyer, the Purchased Assets or Assumed Liabilities;
- (e) **“Approval and Vesting Order”** means an approval and vesting order of the Court substantially in the form attached hereto as Exhibit A, among other things approving this Agreement and vesting in and to the Buyer all right, title and interest of the Seller in the Purchased Assets, free and clear of and from any and all Claims and Encumbrances to the extent and as provided for in such approval and vesting order;
- (f) **“Assumed Liabilities”** has the meaning given to such term in Section 2.3;
- (g) **“Balance”** has the meaning given to such term in Section 3.2(b).
- (h) **“BIA Proceedings”** has the meaning given to such term in Recital A;
- (i) **“Business Day”** means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto are open for commercial banking business during normal banking hours;
- (j) **“Buyer”** has the meaning given to such term in the preamble to this Agreement;
- (k) **“Cash Purchase Price”** has the meaning given to such term in Section 3.1;
- (l) **“CCAA”** has the meaning given to such term in Recital B;
- (m) **“CCAA Applicants”** has the meaning given to such term in Recital B;
- (n) **“CCAA Proceedings”** has the meaning given to such term in Recital B;
- (o) **“Claims”** demands, complaints, actions, class actions, applications, suits, proceedings, causes of action, charges, indictments, prosecutions, information or

other similar processes, orders (including injunctions, judgments, settlements, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes remedial orders), assessments or reassessments, judgments, settlements, debts, obligations, liabilities, Encumbrances, expenses, costs, damages, losses, accounts payable, indebtedness, contracts, leases, agreements, undertakings, claims (including product liability claims and “claim” as defined in the CCAA), counterclaims, indictment, prosecution, rights and entitlements of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise;

- (p) **“Closing”** means the completion of the Transaction at the Closing Time;
- (q) **“Closing Date”** means the date that is five (5) Business Days after Court Approval or such other date as the Parties, with the consent of the Monitor, may agree, acting reasonably;
- (r) **“Closing Documents”** means all contracts, agreements and instruments required by this Agreement to be delivered at or before the Closing;
- (s) **“Closing Time”** means 10:00 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;
- (t) **“Confidential Information”** means non-public, confidential, personal or proprietary information which is furnished to a Party by the other Party, including, without limitation, information about identifiable individuals, any information relating to a Party and/or its Affiliates or any customer or supplier of a Party and/or its Affiliates; provided that “Confidential Information” does not include information that:
 - (i) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement;
 - (ii) is received by a Party from a third party that obtained it lawfully and was under no duty of confidentiality;
 - (iii) was lawfully in a Party’s possession prior to disclosure thereof by the other Party; or
 - (iv) was independently developed by a Party without use of, or reference to, the other Party’s Confidential Information;
- (u) **“Contracts”** means contracts, licences, permits, leases, agreements, commitments, entitlements or engagements to which the Seller is a party or by which the Seller is bound;

- (v) **“Court”** has the meaning given to such term in Recital B;
- (w) **“Court Approval”** means the issuance of the Approval and Vesting Order by the Court;
- (x) **“Court Orders”** has the meaning given to such term in Section 8.1(a);
- (y) **“Cure Costs”** means the amounts, if any, to be paid to: (i) cure any monetary defaults of the Seller under any Transferred Contract that is assigned to the Buyer pursuant to the terms of this Agreement, including any amount that is required to be paid under section 11.3 of the CCAA; and (ii) third parties to obtain any third party consents required to effect and implement an assignment of a Transferred Contract to the Buyer, including all reasonable administrative and reasonable counsel fees of the third party required to be paid to obtain such assignment;
- (z) **“Customer Owned Assets”** has the meaning given to such term in Section 2.2(u);
- (aa) **“Delta Facility”** means the Seller’s production facility located at 695 Derwent Way, Delta, BC;
- (bb) **“Delta Facility Lease”** means the lease between the Seller and Joriki Holdings Inc. dated October 1, 2019 in respect of the Delta Facility;
- (cc) **“Deposit”** has the meaning given to such term in Section 3.2(a);
- (dd) **“Employees”** means all employees of the Seller;
- (ee) **“Encumbrance”** means any security interest, lien, prior claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, mortgage or adverse claim of any nature or kind;
- (ff) **“Environmental Law”** means any Applicable Law concerning pollution or protection of the environment, including all those relating to the use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or clean-up of any Hazardous Material;
- (gg) **“ETA”** means Part IX of the *Excise Tax Act* (Canada);
- (hh) **“Excluded Assets”** has the meaning given to such term in Section 2.2;
- (ii) **“Excluded Liabilities”** has the meaning given to such term in Section 2.4;
- (jj) **“Final”** with respect to any order of any court of competent jurisdiction, means that leave to appeal or reconsideration shall not have been sought in respect of such order and that such order shall not have been stayed, appealed, varied (except with the consent of the Buyer and the Seller) or vacated (or, if leave to appeal, reconsideration, or appeal has been sought, it has been dismissed, and any stay has

been vacated) and all specified time periods within which leave to appeal, reconsideration or appeal could at law be sought shall have expired;

- (kk) **“Former Employees”** means the former employees of the Seller that were employed at the Delta Facility;
- (ll) **“Governmental Authority”** means any government, regulatory authority, governmental department, agency, commission, bureau, court, judicial body, arbitral body or other law, rule or regulation-making entity:
 - (i) having jurisdiction over the Seller, the Buyer, the Purchased Assets or the Assumed Liabilities on behalf of any country, province, state, locality or other geographical or political subdivision thereof; or
 - (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power;
- (mm) **“Governmental Authorizations”** means the permits, licences, approvals and authorizations, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued to or held or required by the Seller relating to the Purchased Assets by or from any Governmental Authority;
- (nn) **“GST/HST”** means all goods and services tax and harmonized sales tax imposed under the ETA (including, for greater certainty, any provincial component of such harmonized sales tax);
- (oo) **“Hazardous Material”** means any hazardous material, toxic substance, pollutant or hazardous waste (including any petroleum products or byproducts) defined or regulated as such under any Environmental Law;
- (pp) **“including”** and **“includes”** shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”;
- (qq) **“Initial CCAA Order”** has the meaning given to such term in Recital B;
- (rr) **“Insurance Policies”** means all contracts of insurance, insurance policies and insurance plans of the Seller and its Affiliates, including property, commercial general liability insurance, recall insurance, umbrella insurance, directors’ and officers’ insurance, fiduciary liability insurance, employment practices liability insurance and group term life insurance, and including any tail or run-off insurance policies in respect of any of the foregoing, and including any and all rights to make claims thereunder;
- (ss) **“Machinery and Equipment”** has the meaning given to such term in Section 2.1(a);
- (tt) **“Monitor”** has the meaning given to such term in Recital B;

- (uu) **“Monitor’s Certificate”** means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, to be delivered to the Buyer and filed with the Court by the Monitor;
- (vv) **“Outside Date”** means March 31, 2025;
- (ww) **“Parties”** means the Seller and the Buyer collectively, and **“Party”** means either the Seller or the Buyer;
- (xx) **“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;
- (yy) **“Pickering Facility”** means the Seller’s production facility located at 885 Sandy Beach Road, Pickering, Ontario;
- (zz) **“Pittston Facility”** means the Seller’s Affiliate’s production facility located at 575 Research Dr. Pittston, Pennsylvania;
- (aaa) **“Proposal Trustee”** has the meaning given to such term in Recital A;
- (bbb) **“Purchase Price”** has the meaning given to such term in Section 3.1;
- (ccc) **“Purchased Assets”** has the meaning given to such term in Section 2.1;
- (ddd) **“Recall”** means the Canada-wide recall of Silk® and Great Value® plant-based beverages instituted by the Canadian Food Inspection Agency on or about July 8, 2024, as a result of a listeria monocytogenes outbreak;
- (eee) **“Restricted Rights”** has the meaning given to such term in Section 2.6(b);
- (fff) **“Seller”** has the meaning given to such terms in the preamble to this Agreement;
- (ggg) **“Tax”** and **“Taxes”** means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST/HST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by

any Governmental Authority including any installment payments, interest, penalties, fines or other additions associated therewith, whether or not disputed;

- (hhh) **“Tax Act”** means the *Income Tax Act* (Canada), and any other similar statute enacted by the provinces or territories of Canada;
- (iii) **“Tax Returns”** means all returns, information returns, reports, elections, agreements, declarations, or other documents of any nature or kind required to be filed with any applicable Governmental Authority in respect of Taxes;
- (jjj) **“Taxing Authority”** means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax;
- (kkk) **“Toronto Facility”** means the Seller’s production facility located at 3431 McNicoll Avenue, Scarborough, Ontario;
- (lll) **“Transaction”** means, collectively, the sale and purchase of the Purchased Assets pursuant to this Agreement and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets, including the assumption of the Assumed Liabilities by the Buyer;
- (mmm) **“Transfer Taxes”** has the meaning given to such term in Section 7.5(c);
- (nnn) **“Transferred Contracts”** has the meaning given to such term in Section 2.1(b); and
- (ooo) **“Warranty Rights”** has the meaning given to such term in Section 2.1(d).

1.2 Schedules & Exhibits

The schedules and exhibits to this Agreement are an integral part of this Agreement.

<u>Schedule</u>	<u>Description</u>
Schedule 2.1(a)	List of Machinery and Equipment
Schedule 2.1(b)	List of Transferred Contracts
Schedule 2.2(u)	List of Customer Owned Assets
Schedule 2.4(d)	Excluded Liabilities (Debt)
Schedule 3.4	Purchase Price Allocation

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Approval and Vesting Order

1.3 Statutes

Unless specified otherwise, reference in this Agreement to a statute or regulations refers to that statute or those regulations, as the case may be, as may be amended, or to any restated or successor legislation of comparable effect.

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof. In this Agreement, the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and unless otherwise indicated, references to Articles, Sections, Schedules and Exhibits are to Articles, Sections, Schedules and Exhibits in this Agreement.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.8 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject

matter of this Agreement except as otherwise specifically set forth in this Agreement and any document required to be delivered pursuant to or in respect of this Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Monitor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein (including, as applicable, the CCAA), without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the Court prior to a Final order of the Court terminating the CCAA Proceedings and thereafter to the Courts of the Province of Ontario for the resolution of any disputes arising under or in connection with this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.8 shall be deemed effective service of process on such Party.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement to Purchase and Sell Purchased Assets

Upon and subject to the terms and conditions of this Agreement (including Court Approval and the provisions of 2.6), at the Closing Time the Seller shall sell, convey, assign and transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and accept from the Seller, free and clear of all Encumbrances, all of Seller's right, title and interest at the Closing Time in, to and under the following specific properties, assets and rights (collectively, the "**Purchased Assets**"):

- (a) *Machinery and Equipment* – all machinery and equipment owned by the Seller and located at the Delta Facility, including without limitation as set out on Schedule 2.1(a) (collectively, the "**Machinery and Equipment**");
- (b) *Transferred Contracts* – the Contracts specified on Schedule 2.1(b) (collectively, the "**Transferred Contracts**");
- (c) *Equipment Records* – all operating manuals, software and documentation used by the Seller exclusively in respect of the Machinery and Equipment;

- (d) *Warranty Rights* – all warranty rights against manufacturers, contractors or suppliers for the Purchased Assets, to the extent the foregoing are transferable by the Seller to the Buyer (“**Warranty Rights**”) and excluding any warranty rights pertaining to the Recall.

2.2 Excluded Assets

Except for the Purchased Assets specifically identified herein, the Purchaser shall not purchase or acquire any of the other assets, property or undertakings of the Seller of any kind or nature (collectively, the “**Excluded Assets**”), which Excluded Assets shall remain the property of the Seller, including but not limited to all of the following:

- (a) *Cash* – all cash, cash equivalents, bank accounts and investments;
- (b) *Accounts Receivable* – all accounts receivable (including unbilled revenue and holdbacks), bills receivable, trade accounts, trade debts and book debts due or accruing due to it, including any refunds, rebates receivable and rights in respect of letters of credit and the full benefit of all security (including cash deposits), guarantees, rights pursuant to any settlement agreement or other arrangement and other collateral held by the Seller;
- (c) *Prepaid Expenses* – the full benefit of all prepaid expenses and deposits with any supplier, public utility, lessor under any Contract, including the deposit held by the lessor under the Delta Facility Lease, or Governmental Authority;
- (d) *Inventory* – all items held by or on behalf of the Seller for sale, license, rental, lease or other distribution, or that are being produced for sale, or are to be consumed, directly or indirectly, in the production of goods or services to be available for sale, of every kind and nature and wheresoever situate including inventories of raw materials, spare parts, work in progress, finished goods and by-products, operating supplies and packaging materials;
- (e) *Intellectual Property* – all of the Seller’s right, title and interest to all intellectual property owned or used by it including:
 - (i) all trademarks, patents, copyrights, websites and domain names, social media accounts, certification marks, service marks, and other source indicators (including the name “Joriki” or “Joriki Inc.” and any variations thereof), and the goodwill of any business symbolized thereby, computer systems, code, applications, systems, databases, data, website content, passwords, know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property;
 - (ii) any and all licences, sub-licences or any other evidence of a right to use any of the foregoing;

- (iii) the right to obtain renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations or similar legal protections related thereto; and
- (iv) the right to bring an action at law or equity for the infringement of the foregoing, including the right to receive all proceeds and damages therefrom;
- (f) *Computer Software* – except to the extent expressly included in Section 2.1(c), all software and documentation therefor owned or used by the Seller, including, all electronic data processing systems, program specifications, source codes, object code, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, training manuals and other related material;
- (g) *Contracts* – all Contracts other than the Transferred Contracts;
- (h) *Goodwill* – the goodwill of the Seller and information and documents relevant thereto including lists of customers and suppliers, credit information, telephone and facsimile numbers, e-mail addresses, research materials, research and development files and Confidential Information;
- (i) *Business Records* – all business and financial records and files of the Seller’s business, including the general ledger and accounting records, all customer lists and lists of suppliers, all operating manuals, plans and specifications and all of the right, interest and benefit, if any, thereunder and to and in the domain names, telephone numbers, facsimile numbers and e-mail addresses, used by the Seller in the conduct of the Seller’s business;
- (j) *Tax Refunds* – the benefit of any refundable Taxes or refund of Taxes (including any input tax credits under the ETA), and any claim or right of the Seller to any incentive, refund, rebate or credit of Taxes (including any refundable Tax credits);
- (k) *Loans* – any loans or debts due to the Seller, including loans, debts or other amounts due or payable to it by any Affiliate;
- (l) *Deposits Held by Credit Card Issuers* – all deposits held with any credit card issuer;
- (m) *Corporate Records* – Tax Returns and original Tax records and books and records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Seller as a Person;
- (n) *Rights under Agreement* – the Seller’s rights under this Agreement, the Closing Documents and the Transaction, including, for greater certainty, all cash that is paid in satisfaction of the Purchase Price;

- (o) *Assets Held by other Affiliates* – all assets, property and undertaking of the Seller’s Affiliates, including those held by Joriki TopCo Inc. and Joriki USA Inc.;
- (p) *Shares* – securities held by the Seller, including the shares of Joriki USA Inc.;
- (q) *Insurance Policies* – all Insurance Policies and all rights thereunder, including the right to recover any insurance proceeds;
- (r) *Actions, etc.* – all Seller’s claims, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment, and its interest in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof;
- (s) *Retainers* – all rights in respect of any retainers paid by the Seller to professional service providers;
- (t) *Other Facilities* – all assets of the Seller or any of its Affiliates located at the Toronto Facility, the Pickering Facility or the Pittston Facility; and
- (u) *Customer Owned Assets* - all assets located at the Delta Facility owned by customers of the Seller, including as set forth on Schedule 2.2(u) (collectively, the “**Customer Owned Assets**”).

2.3 Assumption of Liabilities

The Buyer shall assume as of the Closing Date and shall pay, discharge and perform, as the case may be, from and after the Closing Date, only the following liabilities and obligations of the Seller (collectively, the “**Assumed Liabilities**”):

- (a) *Obligations under Transferred Contracts, etc.* – all liabilities and obligations of the Seller under or in respect of the Transferred Contracts, in each case which arise in respect of the period from and after the Closing Date and do not relate to any default existing prior to or as a consequence of the Closing;
- (b) *Purchased Assets* – all liabilities pertaining to the ownership or use of the Purchased Assets from and after the Closing Time.

2.4 Excluded Liabilities

Except as expressly assumed pursuant to Section 2.3, all of the Seller’s debts, obligations, Contracts and liabilities, of any kind or nature, shall remain the sole responsibility of the Seller, and the Buyer shall not assume, accept or undertake any debt, obligation, duty, contract or liability of the Seller of any kind, whatsoever, except as expressly assumed pursuant to Section 2.3, whether accrued, contingent, known or unknown or otherwise, and specifically including (without limitation) the following liabilities or obligations of the Seller which shall be retained by, and which shall remain the sole responsibility of the Seller (collectively, the “**Excluded Liabilities**”):

- (a) *Intercompany Accounts Payable* – any debts owing by the Seller to any shareholder, director, officer or Affiliate of the Seller;
- (b) *Intellectual Property Claims* – any Claims against the Seller for infringements of any intellectual property rights of any third Person relating to any period prior to the Closing Time;
- (c) *Excluded Assets* – all liabilities and obligations relating to the Excluded Assets;
- (d) *Debt* – all liabilities and obligations under any Contracts related to the debt obligations described in Schedule 2.4(d), including all accrued and accruing interest, fees, costs and expenses thereunder;
- (e) *Taxes* – all liabilities for Taxes of the Seller not assumed pursuant to Section 2.3 or Section 7.5;
- (f) *Employee Matters* – all liabilities and obligations of the Seller in respect of both Employees and Former Employees;
- (g) *Recall Liabilities* – all Claims against the Seller, arising from or in relation to or otherwise connected in any way to the Recall; and
- (h) *Other* – all Claims against the Seller arising from or in relation to any facts, circumstances, events or occurrences existing or arising before or after the Closing Time, including liabilities relating to any breach of law, product liability claims, and any liabilities or obligations relating to the environment or occupational health and safety, including but not limited to: (i) liabilities arising in connection with properties owned, leased or operated by the Seller at any time before or after (for greater certainty, other than the Assumed Liabilities) the Closing Time; (ii) liabilities arising in connection with facilities or properties to which any Seller sent Hazardous Material for disposal before or after the Closing Time; (iii) liabilities arising in connection with any Hazardous Material generated, used, emitted, released, stored, transported or disposed of before or after the Closing Time by any Seller; and (iv) fines, penalties or other liabilities arising from violations of or non-compliances with Environmental Law occurring before or after the Closing Time, all to the maximum extent permitted by Applicable Law.

2.5 As is, Where is

THE BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS ARE PURCHASED AND THE ASSUMED LIABILITIES ARE ASSUMED BY THE BUYER ON AN “AS IS, WHERE IS” BASIS AS THEY SHALL EXIST AT THE CLOSING TIME WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS OR THE ASSUMED LIABILITIES, AND WITHOUT ANY RECOURSE TO THE SELLER, THE MONITOR OR THE PROPOSAL TRUSTEE OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, REPRESENTATIVES

OR ADVISORS. THE BUYER AGREES TO ACCEPT THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THE BUYER'S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, the Buyer acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Seller in this Agreement or in any instrument furnished in connection with this Agreement, as to description, fitness for purpose, sufficiency to carry on any business, merchantability, quantity, condition, quality, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are expressly excluded. The provisions of this Section 2.5 shall survive and not merge on Closing.

2.6 Assignment of Purchased Assets

- (a) Subject to Section 2.6(e), the Seller and the Buyer shall use commercially reasonable efforts to obtain any necessary consents or approvals in order to assign the Transferred Contracts and Warranty Rights to the Buyer prior to the Closing Date. To the extent assignable and transferable to the Buyer, all Transferred Contracts and Warranty Rights shall be assigned by the Seller to the Buyer.
- (b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset (including any Transferred Contract) or any right thereunder if an attempted assignment or transfer, without the consent of a third Person, would constitute a breach thereunder ("**Restricted Rights**"). The Seller shall hold any such Restricted Rights after the Closing Date for the benefit of the Buyer until such time as consent and/or approval has been obtained (but subject to 2.6(d) and 2.6(f)), to the extent applicable. The Parties agree that the Restricted Rights shall automatically be assigned by the Seller to the Buyer without any further consideration when such assignment or transfer is permitted.
- (c) At the sole expense of the Buyer, the Seller and the Buyer shall use commercially reasonable efforts to take all such action and do or cause to be done all such things as are reasonably necessary or proper in order that the obligations of the Seller under such Restricted Rights after the Closing Date may be performed in such manner that the value of such Restricted Rights is preserved and enures to the benefit of the Buyer, and that any amounts due and payable or which become due and payable in and under the Restricted Rights, net of any reasonable out-of-pocket costs and expenses incurred by the Seller, are received by the Buyer. The Seller shall as soon as reasonably practicable pay to the Buyer all amounts collected by or paid to the Seller in respect of all such Restricted Rights.

- (d) If a consent to transferring the Restricted Rights to the Buyer is not obtained, or such assignment is not attainable, the Seller and the Buyer will cooperate and use their respective commercially reasonable efforts to implement a mutually agreeable arrangement pursuant to which the Buyer will obtain the benefits and assume the liabilities and obligations related to such Restricted Rights in accordance with this Agreement including, at the election and expense of the Buyer (including, for greater certainty, payment by the Buyer of any applicable Cure Costs), by the Seller bringing a motion to the Court as contemplated in Section 8.1(a) for an order compelling the assignment of such Restricted Right pursuant to Section 11.3 of the CCAA, provided, however, that the Buyer acknowledges and agrees that nothing in this Section 2.6 shall operate to prohibit or diminish in any way the right of the Seller to, dissolve, wind-up or otherwise cease operations as it may determine in its sole discretion.
- (e) To the extent that the Seller would incur any out-of-pocket costs and expenses (excluding costs of counsel or other professional advisors), prior to the Closing Time in order to comply with a specific obligation under this Section 2.6, the Seller shall not have to incur such out-of-pocket costs and expenses to comply with such obligation unless the Buyer shall have provided the Seller in advance with the funds necessary to pay such reasonable out-of-pocket costs and expenses. To the extent that the Seller would incur any out-of-pocket costs and expenses (including, for greater certainty, reasonable costs of counsel or other professional advisors, including in connection with any Court motion seeking an order pursuant to Section 11.3 of the CCAA) after the Closing Time in order to comply with a specific obligation under this Section 2.6, the Seller shall not have to incur such out-of-pocket costs and expenses to comply with such obligation unless the Buyer shall have provided the Seller in advance with the funds necessary to pay such reasonable out-of-pocket costs and expenses.
- (f) Notwithstanding anything in this Section 2.6: (i) nothing in this Section 2.6 shall require the Seller to renew any Restricted Rights once they have expired; and (ii) any efforts required of the Seller pursuant to this Section 2.6 shall be strictly on an interim basis and in no event shall be required to continue for more than 30 days following the Closing Date.
- (g) Unless the Parties otherwise agree, to the extent that any Cure Costs are payable with respect to a Transferred Contract, the Buyer shall: (A) where such Transferred Contract is assigned pursuant to an order made pursuant to Section 11.3 of the CCAA, pay such Cure Costs in accordance with such order; and (B) where such Transferred Contract is not assigned pursuant to an order made pursuant to Section 11.3 of the CCAA, pay such Cure Costs in the manner set out in the Transferred Contract, or as otherwise may be agreed to by the Buyer and the counterparty to such Transferred Contract.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The aggregate consideration payable by the Buyer to the Seller for the Purchased Assets (as may be adjusted in accordance with Section 3.3, the “**Purchase Price**”) shall be \$ [REDACTED] (the “**Cash Purchase Price**”).

3.2 Satisfaction of the Purchase Price; Assumption of Assumed Liabilities

- (a) The Buyer has paid to the Monitor, on behalf of the Seller, \$ [REDACTED] (the “**Deposit**”) as a deposit towards the Cash Purchase Price, to be held by the Monitor in an interest-bearing account, to be applied against the Cash Purchase Price or returned or forfeited, as the case may be, in accordance with the terms and conditions of this Agreement.
- (b) The Buyer shall satisfy the Purchase Price at the Closing Time by: (i) the Deposit plus all interest earned thereon being irrevocably released to the benefit of the Seller and applied against the Cash Purchase Price; and (ii) payment to the Monitor, on behalf of the Seller, of cash in immediately available funds equal to the balance of the Cash Purchase Price (the “**Balance**”).
- (c) In addition to the satisfaction of the Purchase Price under this Section 3.2, the Buyer shall assume the Assumed Liabilities as of the Closing Date and satisfy any Cure Costs in accordance with Section 2.6(g).

3.3 Adjustment to Purchase Price

The Purchase Price shall be increased by an amount equal to any amount of rent that is prepaid by the Seller under the Delta Facility Lease for the period from and after the Closing Time. The amount payable in connection with the adjustment set out in this Section 3.3 will be paid at Closing (by way of an increase to the Balance payable) or, if such adjustment cannot be made at Closing, as soon as reasonably possible after such adjustment has been determined, by wire transfer or some other form of payment acceptable to the Seller, as applicable, acting reasonably to the bank account specified by the Seller.

3.4 Purchase Price Allocation

The Purchase Price shall be allocated among the Purchased Assets as agreed by the Parties in accordance with Schedule 3.4. Such allocation shall be binding, and the Buyer and the Seller shall report the purchase and sale of the Purchased Assets and file all filings which are necessary or desirable under the Tax Act to give effect to such allocations and shall not take any position or action inconsistent with such allocation.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES BY THE SELLER

The Seller represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying upon the following representations and warranties in connection with the Transaction:

4.1 Existence

The Seller is duly organized and validly existing under the laws of its jurisdiction of organization.

4.2 Due Authorization and Enforceability of Obligations

The Seller has all necessary power, authority and capacity to enter into this Agreement and, subject to Court Approval, to carry out its obligations under this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action of the Seller. This Agreement has been, and at the Closing Time the Closing Documents will be, duly executed and delivered by the Seller and, subject to Court Approval being obtained, constitute valid and binding obligations of the Seller enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

4.3 Absence of Conflicts

The Seller is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constating documents or Applicable Laws or Governmental Authorizations that would be violated, breached by, or under which any default would occur or with notice or the passage of time would be created as a result of the execution and delivery of, or the performance of obligations under this Agreement or any Closing Documents to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults that (i) would not have a material adverse effect on the ability of the Seller to consummate the Transaction, or (ii) will be addressed by the Approval and Vesting Order or other order of the Court made in the CCAA Proceedings.

4.4 Approvals and Consents

Other than (i) the Court Orders (or as may be addressed pursuant to the relief granted thereunder) and (ii) the consent of the landlord to the assignment of the Delta Facility Lease, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Seller and each of the Closing Documents to be executed and delivered by the Seller hereunder or otherwise in connection with the Transaction.

4.5 Residence of the Seller

The Seller is not a non-resident of Canada within the meaning of the Tax Act.

4.6 GST/HST

The Seller is registered for GST/HST purposes under Subdivision D of Division V of the ETA. The registration number for the Seller is 119426708.

4.7 Brokers

Except for amounts that will be satisfied by the Seller, no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon any arrangement made by or on behalf of the Seller.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller is relying upon the following representations and warranties in connection with the Transaction:

5.1 Existence

The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization.

5.2 Due Authorization and Enforceability of Obligations

The Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary action of the Buyer. This Agreement has been, and at the Closing Time the Closing Documents will be, duly executed and delivered by the Buyer and constitute valid and binding obligations of the Buyer enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

5.3 Absence of Conflicts

The Buyer is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constating documents or Applicable Laws or Governmental Authorizations, approvals, franchises, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority that would be violated, breached by, or under which any default would occur or with notice or the passage of time would, be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Closing Documents to be entered into or delivered under the terms and conditions of

this Agreement, except for any violations, breaches or defaults that would not have a material and adverse effect on the ability of the Buyer to consummate the Transaction.

5.4 Approvals and Consents

No authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer and each of the Closing Documents to be executed and delivered by the Buyer hereunder or otherwise in connection with the Transaction.

5.5 Residence of the Buyer

The Buyer is not a non-resident of Canada within the meaning of the Tax Act.

5.6 Investment Canada Act

At the Closing Time, the Buyer will (a) be either a “Canadian” or “WTO investor” within the meaning of the *Investment Canada Act*; and (b) not be a “state-owned enterprise” within the meaning of the *Investment Canada Act*.

5.7 Brokers

Except for amounts that will be satisfied by the Buyer, no broker, finder or investment banker is entitled to any brokerage commission, finder’s fee or other similar payment in connection with the Transaction based upon any arrangement made by or on behalf of the Buyer.

5.8 Financing

The Buyer has, or will have at the Closing, sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Cash Purchase Price and consummate the Transaction.

ARTICLE 6 CONDITIONS

6.1 Conditions for the Benefit of the Buyer and the Seller

The respective obligations of the Buyer and of the Seller to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions, which conditions are for the benefit of both the Buyer and the Seller and may only be waived, in whole or in part, by both the Buyer and the Seller:

- (a) no provision of any Applicable Law and no judgment, injunction, order or decree issued by a Governmental Authority that prohibits or restrains the consummation of the Transaction shall be in effect; and

- (b) the Approval and Vesting Order shall have been issued and entered on or before March 7, 2025, or on or before such later date as the Parties, with the consent of the Monitor, agree to in writing, and shall not have been stayed, varied (except with the consent of the Buyer and the Seller) or vacated and no 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.

6.2 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

- (a) the representations and warranties of the Seller set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;
- (b) the covenants contained in this Agreement to be performed by the Seller at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) the Buyer shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.2(a) and 6.2(b), signed for and on behalf of the Seller without personal liability by an executive officer of the Seller or other Persons reasonably acceptable to the Buyer, in each case in form and substance reasonably satisfactory to the Buyer;
- (d) subject to Buyer's compliance with Section 2.6, including payment of all applicable Cure Costs pursuant to Section 2.6(g) if applicable, the consent of the landlord under the Delta Facility Lease has been obtained to assign the Delta Facility Lease to the Seller or a Court Order under Section 11.3 of the CCAA shall have been obtained directing the assignment of the Delta Facility Lease to the Buyer; and
- (e) the Buyer shall have received all other Closing Documents required pursuant to this Agreement to be delivered by the Seller on Closing in form and substance reasonably satisfactory to the Buyer.

6.3 Conditions for the Benefit of the Seller

The obligation of the Seller to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Seller of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Seller):

- (a) the representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;
- (b) the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) the Monitor, on behalf of the Seller, shall have received the entirety of the Cash Purchase Price;
- (d) the Seller shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.3(a) and 6.3(b) signed for and on behalf of the Buyer without personal liability by an executive officer of the Buyer or other Persons reasonably acceptable to the Seller, in each case in form and substance reasonably satisfactory to the Seller; and
- (e) the Seller shall have received all other Closing Documents required pursuant to this Agreement to be delivered by the Buyer on Closing in form and substance reasonably satisfactory to the Seller.

ARTICLE 7

ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Access to Information

- (a) Until the Closing Time, the Seller shall give to the Buyer's personnel engaged in the Transaction and their accountants, legal advisers, consultants and representatives during normal business hours reasonable access to its premises and to all of the books and records related to the Purchased Assets and the Assumed Liabilities and to members of the Seller's senior management, and shall furnish them with all such information relating to the Purchased Assets and the Assumed Liabilities as the Buyer may reasonably request in connection with the Transaction. Notwithstanding anything in this Section 7.1 to the contrary, any such access shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Seller's business. The Seller shall also deliver to the Buyer authorizations to Governmental Authorities necessary to permit the Buyer to obtain information in respect of the Purchased Assets from the files of such Governmental Authorities. Notwithstanding the foregoing, the Seller shall not be required to disclose any information, records, files or other data to the Buyer where prohibited by any Applicable Laws or such disclosure would have the effect of causing the waiver of any applicable privilege.
- (b) The Seller may retain copies of all books and records included in the Purchased Assets to the extent necessary or useful for the administration of the CCAA Proceedings (or any subsequent bankruptcy or wind-down of the CCAA Applicants), the filing of any Tax return, any Tax audit, in connection with the

Recall or for compliance with any Applicable Law or the terms and conditions of this Agreement.

- (c) Upon reasonable prior notice to the Buyer, the Seller, the Monitor and any trustee or wind-down officer appointed in respect of any of the CCAA Applicants shall have access to, and the right to copy, at their own expense, for purposes of the CCAA Proceedings (or any subsequent bankruptcy or wind-down of the CCAA Applicants), the filing of any Tax return, any Tax audit, in connection with the Recall or compliance with any Applicable Law, during usual business hours, all books and records included in the Purchased Assets.

7.2 Treatment of Purchased Assets until Closing Time

Until the Closing Time, except: (1) as expressly required or contemplated by this Agreement or by an order of the Court in the CCAA Proceedings; or (2) with the prior written consent of the Buyer, the Seller shall:

- (a) not transfer, lease, license, sell or create any Encumbrance on or otherwise dispose of any of the Purchased Assets;
- (b) not amend, terminate or assign any Transferred Contracts; and
- (c) continue to maintain appropriate insurance in respect of the Purchased Assets, including any insurance required under the Delta Facility Lease.

7.3 Intentionally Deleted

7.4 Further Assurances

Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of any applicable courts to the Seller, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable under Applicable Laws to consummate and make effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

7.5 Tax Matters

- (a) The Buyer and the Seller agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the

preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

- (b) For purposes of any Tax Return related to the Transaction (including, for greater certainty, any Tax election), the Buyer and, to the extent applicable, the Seller, agree to report the Transaction in a manner consistent with the Purchase Price allocation determined in accordance with Section 3.4, and the Buyer and the Seller shall not voluntarily take any action inconsistent therewith in any such Tax Return, refund claim, litigation or otherwise, unless required by Applicable Laws. The Buyer and the Seller shall each be responsible for the preparation of their own Tax Returns.
- (c) All amounts payable by the Buyer to the Seller pursuant to this Agreement are exclusive of any GST/HST, or any other federal, provincial, state or local or foreign value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, land or real property transfer, or similar Taxes, duties, or charges, or any recording or filing fees or similar charges that are imposed by reason of the sale, transfer, assignment and delivery of the Purchased Assets (collectively, “**Transfer Taxes**”). All Transfer Taxes are the responsibility of and for the account of the Buyer. The Buyer and the Seller agree to cooperate to determine the amount of Transfer Taxes payable in connection with the Transaction. The Buyer and the Seller will cooperate in a commercially reasonable manner to (a) determine the amount of Transfer Taxes payable in connection with the Transaction, (b) minimize Transfer Taxes; and (c) prepare and file any and all required Tax Returns for or with respect to such Transfer Taxes with any and all appropriate Taxing Authorities.
- (d) If the Seller is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Buyer, the Buyer shall pay such amounts to the Seller concurrent with the payment of any consideration payable pursuant to this Agreement, and the Seller shall remit or account for such Transfer Taxes to the applicable Governmental Authority on a timely basis and otherwise in accordance with Applicable Laws.
- (e) Notwithstanding Section 7.5(c), the Buyer hereby waives compliance by the Seller with Section 187 of the *Provincial Sales Tax Act* (British Columbia) and with any similar provision contained in any other Applicable Law in respect of Transfer Taxes.

7.6 Employee Matters

While the Buyer intends to consider the possibility of making offers of employment to certain Employees and Former Employees of the Seller, nothing herein shall obligate the Buyer in any circumstances whatsoever to make any such offers of employment to any of the Employees or Former Employees. If the Buyer elects, in its sole discretion, to make an

offer to an Employee or Former Employee before the Closing Date or within 30 days after the Closing Date, the Seller shall reasonably cooperate with the Buyer to facilitate that offer of employment. If Buyer elects to make an offer of employment to an Employee or Former Employee, the Buyer shall, without limiting Section 2.4(f), be responsible for all liabilities and obligations with respect to each such Employee or Former Employee who accepts the Buyer's offer.

7.7 Fees and Expenses

Except as expressly provided in this Agreement, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Person incurring such fees or expenses.

7.8 Advice and Direction

The Parties acknowledge that the Monitor is entitled (but not required) to seek the advice and directions of the Court in respect of any determination to be made, consent right to be exercised or other action to be taken by the Monitor under this Agreement.

7.9 Release by the Buyer

Except in connection with any obligations of the Seller contained in this Agreement, any Closing Document or the Court Orders, effective as of the Closing Time, Buyer, for and on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges the Seller, the Proposal Trustee, the Monitor, the respective lenders under the credit facilities described in Schedule 2.4(d), and each of their respective Affiliates, successors and assigns and current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, representatives and advisors (including financial and legal advisors) (the "**Seller Released Parties**") from any and all Claims, whether in this jurisdiction or any other, whether or not presently known to them, and whether in law or equity, that the Buyer and its Affiliates ever had, now have or hereafter may have or claim to have against any of the Seller Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time (including, where applicable, in their capacity as equity holders of the Seller), save and except for any Claims arising out of fraud or wilful misconduct.

7.10 Release by the Seller

Except in connection with the obligations of the Buyer contained in this Agreement, any Closing Document or the Court Orders, effective as of the Closing Time, the Seller hereby irrevocably releases and forever discharges the Buyer, the Proposal Trustee, the Monitor, the respective lenders under the credit facilities described in Schedule 2.4(d) and each of their respective Affiliates, successors and assigns and current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, representatives and advisors (including financial and legal advisors) (the "**Buyer Released Parties**") from any and all Claims, whether in this jurisdiction or any other, whether or not

presently known to them, and whether in law or equity, that the Seller and its Affiliates ever had, now have or hereafter may have or claim to have against any of the Buyer Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time, save and except for any Claims arising out of fraud or wilful misconduct.

7.11 Exclusive Dealings

The Seller shall not take any action, at any time, directly or indirectly, to encourage, initiate or engage in discussions or negotiations with, or provide any information to, or enter into any agreement or arrangement or understanding with, any Person, other than the Buyer and its designated and authorized representatives, concerning any sale, transfer or assignment of any portion of the Purchased Assets. The Seller shall notify the Buyer promptly if any such discussions or negotiations are sought or if any proposal for a sale, transfer or assignment of any portion of the Purchased Assets is received.

7.12 Risk of Loss

If, before the Closing, any material portion of the Purchased Assets or material portion of the Delta Facility is lost, damaged or destroyed or is appropriated, expropriated or seized by any Governmental Authority, and the loss, damage, destruction, appropriation, expropriation or seizure cannot, in the reasonable opinion of the Buyer, be restored within 60 days from the date of loss, damage, destruction, appropriation, expropriation or seizure, then the Buyer may either:

- (a) terminate this Agreement; or
- (a) elect to complete the Transaction, in which case any net insurance proceeds or other compensation actually being paid to the Seller with respect to such loss, damage, destruction, appropriation, expropriation or seizure of Purchased Assets will be re-directed by the Seller to the Buyer. For the avoidance of doubt, if the Buyer elects to complete the Transaction, there shall be no reduction to the Purchase Price or any other amendment, modification, supplement, restatement or otherwise to any term or condition of this Agreement or any Closing Document.

If, before the Closing, any of the Purchased Assets that are less than a material portion of the Purchased Assets taken as a whole are lost, damaged or destroyed or appropriated, expropriated or seized by any Governmental Authority, then upon satisfaction or waiver of the conditions set out in Article 6, the Parties will complete the Transaction; provided that any net proceeds of insurance actually being paid to the Seller as a result of the occurrence are to be re-directed by the Seller to the Buyer. For the avoidance of doubt, there shall be no reduction to the Purchase Price or any other amendment, modification, supplement, restatement or otherwise to any term or condition of this Agreement or any Closing Document.

Notwithstanding anything else contained herein, Seller shall not, and shall not be deemed to, have any obligation, liability or covenant to seek recovery under, maintain, or otherwise

administer or manage, any insurance policies in respect of any Purchased Assets or the Delta Facility from and after the Closing Time.

ARTICLE 8 COURT ORDERS

8.1 Court Orders

The Seller and the Buyer will effectuate the Transaction pursuant to the CCAA Proceedings under Applicable Laws, with each taking or causing to be taken all such action and executing and delivering or causing to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to effect the Transaction in such other agreed-upon manner. Without limiting the generality of the foregoing:

- (a) the Seller shall serve and file on or before February 21, 2025, a motion seeking the Approval and Vesting Order, including an order under Section 11.3 of the CCAA directing the assignment of the Transferred Contracts to the Buyer (the Approval and Vesting Order, collectively with any other orders that may sought from the Court as contemplated herein, the “**Court Orders**”);
- (b) the Buyer shall use commercially reasonable efforts to promptly take such actions as are reasonably requested by Seller to assist in obtaining each of the Court Orders, including filing affidavits and other confirmations of adequate assurance of future performance by the Buyer with respect to the Transferred Contracts;
- (c) the Seller shall use its commercially reasonable efforts to obtain the Court Orders as soon as practicable on the timelines indicated for obtaining such Court Orders in this Section 8.1;
- (d) the Buyer and its legal counsel shall be given a reasonable opportunity to review and comment on: (i) the motion for Court Approval and (ii) any other motion for a Court Order; and
- (e) notice of the motions seeking the issuance and entry of the Court Orders shall be served by the Seller on the service list for the CCAA Proceedings and on any other Person as may be reasonably requested in writing by the Buyer.

ARTICLE 9 TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) if Closing does not occur on or before the Outside Date; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 9.1(a) if the Closing’s non-occurrence on or by the Outside Date is caused

by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date;

- (b) subject to any approvals required from the Court or otherwise pursuant to the CCAA Proceedings, and with the consent of the Monitor, by mutual written consent of the Seller and the Buyer;
- (c) by either Party, upon written notice to the other, if a Governmental Authority issues an order prohibiting the Transaction contemplated hereby, which order shall have become Final;
- (d) by the Seller, with the consent of the Monitor, upon written notice to the Buyer if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.3 on the Closing Date and such violation or breach has not been waived by the Seller or cured within ten (10) days after written notice thereof from the Seller, unless the Seller is in material breach of its obligations under this Agreement;
- (e) by the Buyer upon written notice to the Seller, if there has been a material violation or breach by the Seller of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.2 on the Closing Date and such violation or breach has not been waived by the Buyer or cured within ten (10) days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement; and
- (f) by the Buyer or the Seller if the Court declines to grant Court Approval in respect of the Transaction; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 9.1(f) if the Court's aforementioned non-approval of the Transaction is caused by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with before the Closing Date.

9.2 Effect of Termination

- (a) In the event of termination of this Agreement pursuant to Section 9.1 or 7.12(a), this Agreement shall forthwith become null and void, except as set forth in this Section 9.2 and Article 11, provided that, subject to Section 9.2(b), nothing herein shall relieve any Party from liability for any breach of this Agreement, or impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.
- (b) If this Agreement is terminated pursuant to Section 7.12(a), Sections 9.1(a), 9.1(b), 9.1(c), 9.1(e), or 9.1(f), subject to below, the Deposit shall be returned to the Buyer together with any interest earned thereon within five (5) Business Days following the date of termination of this Agreement and the return of the Deposit plus any interest earned thereon shall, in the case of a termination under Section 7.12(a),

Sections 9.1(a), 9.1(b), 9.1(c), or 9.1(f), be the sole and exclusive remedy of the Buyer in respect of any violation or breach by the Seller of this Agreement and termination of the Agreement and the Buyer hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Buyer may or would otherwise be entitled to as against the Seller. Buyer's right to terminate this Agreement under Section 9.1(e) is in addition to any other rights it may have under this Agreement or otherwise, whether at law, equity or otherwise, and the exercise of the right of termination by the Buyer under Section 9.1(e) is not an election of remedies. For greater certainty, if this Agreement is terminated pursuant to Section 9.1(d), the Buyer shall forfeit the Deposit to the Seller, and Section 9.2(c) shall apply.

- (c) If this Agreement is terminated pursuant to Section 9.1(d), the Deposit together with any interest thereon shall be forfeited by the Buyer to, and become the sole property of, the Seller as liquidated damages and not as a penalty, and be the sole and exclusive remedy of the Seller in respect of any violation or breach by the Buyer of this Agreement and termination of the Agreement and the Seller hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Seller may or would otherwise be entitled to as against the Buyer in the event of a termination under pursuant to Section 9.1(d). The Parties agree that the amount of the Deposit (plus all interest accrued thereon) constitutes a genuine pre-estimate of the Seller's liquidated damages as a result of the Closing not occurring. The Buyer hereby waives any claim or defence that the amount of the Deposit (plus all interest accrued thereon) is a penalty or is otherwise not a genuine pre-estimate of the Seller's liquidated damages. For certainty, in the event that any GST/HST is deemed to be included under section 182 of the ETA in connection with the forfeiture of the Deposit, the Buyer shall pay to the Seller an additional amount to account for any such GST/HST, which the Seller shall remit to the applicable Governmental Authority when and to the extent required by the ETA.

ARTICLE 10 CLOSING

10.1 Location and Time of Closing

The Closing shall take place at the Closing Time on the Closing Date by means of an electronic closing, or such other place or fashion as may be agreed upon in writing by the Parties, in which the closing documentation will be delivered by email exchange of signature pages in PDF or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals except as otherwise provided in this Agreement.

10.2 Closing Deliveries

- (a) At the Closing, the Seller shall deliver to the Buyer:
 - (i) the documents required to be delivered by it pursuant to Section 6.2; and
 - (ii) conveyance instruments for the Purchased Assets and an assumption of the Assumed Liabilities;
 - (iii) any other documents reasonably requested by the Buyer in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.
- (b) At the Closing, the Buyer shall deliver to the Seller:
 - (i) the documents required to be delivered by the Buyer pursuant to Section 6.3;
 - (ii) conveyance instruments for the Purchased Assets and an assumption of the Assumed Liabilities; and
 - (iii) any other documents reasonably requested by the Seller in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.
- (c) For greater certainty, subject to as may otherwise be agreed upon in writing by the Parties, Closing shall be effected in the following sequence and manner:
 - (i) each of the Seller and Buyer will, as contemplated in Section 10.3, provide written confirmation to the Monitor that all conditions to Closing set forth in Article 6 for its benefit have been satisfied or waived (subject to the Monitor's confirmation of receipt of the entirety of the Cash Purchase Price);
 - (ii) the Buyer shall initiate the wire transfer of the Balance to the Monitor;
 - (iii) each of the Seller and Buyer will request the Monitor to deliver the Monitor's Certificate to the Buyer pursuant to the Approval and Vesting Order immediately upon the Monitor confirming receipt of the entirety of the Cash Purchase Price (including the Balance); and
 - (iv) upon delivery by the Monitor of the Monitor's Certificate to the Buyer, the Closing shall, without any further action, notice or otherwise, to, on behalf of, or by the Seller or the Buyer, automatically become, and be deemed to be, complete.

10.3 Monitor's Certificate

The Parties hereby acknowledge and agree that the Monitor will be entitled to deliver the Monitor's Certificate to the Buyer and file the Monitor's Certificate with the Court without independent investigation upon: (i) receiving written confirmation from the Seller and the Buyer (or their respective counsel) that all conditions to Closing set forth in Article 6 have been satisfied or waived; and (ii) receiving the entirety of the Cash Purchase Price (including the Balance), and the Monitor will have no liability to the Seller or the Buyer or any other Person as a result of delivering and filing the Monitor's Certificate or otherwise in connection with this Agreement or the Transaction contemplated hereunder (whether based on contract, tort or any other theory).

ARTICLE 11 GENERAL MATTERS

11.1 Confidentiality

- (a) Except to the extent otherwise specifically provided in this Section 11.1, the Seller, and the Buyer on behalf of itself and its Affiliates, agree to keep the other Party's Confidential Information confidential and not to use the other Party's Confidential Information in any manner except as required to perform the obligations set out in this Agreement. The Buyer agrees to be responsible for any breach of this Section 11.1 by any of its Affiliates and its and their respective directors, employees, advisors, agents and representatives. The Seller agrees to be responsible for any breach of this Section 11.1 by its respective directors, employees, advisors, agents and representatives.
- (b) Notwithstanding anything to the contrary herein, each Party maintains the right to disclose the other Party's Confidential Information if required to do so by Applicable Laws or requirement of a Governmental Authority, or to a Taxing Authority in order to describe the Tax treatment and Tax structure of the Transaction; provided that the disclosure of such Confidential Information will be limited only to that purpose and provided further that it will use reasonable efforts to cooperate with the other Party in limiting the disclosure of the Confidential Information.
- (c) At the other Party's request, a Party will destroy all of the other Party's Confidential Information, provided that it is permitted to retain one copy of any Confidential Information to the extent required by Applicable Laws or its internal record-keeping policies.
- (d) Any Confidential Information of the Seller that constitutes part of the Purchased Assets will cease to be Confidential Information of the Seller and will become Confidential Information of the Buyer on Closing.

11.2 Personal Information

The Parties confirm that the any information about an identifiable individual disclosed in connection with the transactions contemplated by this Agreement, including all such information disclosed prior to the execution of this Agreement (collectively, the “**Disclosed Personal Information**”) is and was necessary for the purposes of determining if the Buyer shall proceed with the transactions contemplated by this Agreement and to complete such transactions. At all times, the Buyer shall use reasonable commercial efforts to protect the Disclosed Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification using security safeguards appropriate to the sensitivity of the information. Prior to Closing, the Buyer has not used or disclosed the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement, or the consummation of the transactions contemplated by this Agreement. Following the consummation of the transactions contemplated by this Agreement, the Buyer (i) shall not use or disclose the Disclosed Personal Information for any purposes other than those for which the information was initially collected, unless additional consent from affected individuals is obtained by the Buyer, or as otherwise permitted or required by applicable Laws; (ii) shall give effect to any withdrawal of consent from the affected individuals with respect to the Disclosed Personal Information; and (iii) shall notify the affected individuals within a reasonable time after Closing, that the transactions have been completed and that their Personal Information has been disclosed to the Buyer.

11.3 Public Notices

No press release or other announcement concerning the Transaction shall be made by the Seller or by the Buyer without the prior consent of the other (such consent not to be unreasonably withheld); provided, however, that the Buyer may make a press release or other announcement concerning the Transaction after the Closing without the prior consent of the Seller and, further, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings) or by any court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other (including sharing a draft of any such proposed disclosure), and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by the Seller with the Court and, in advance of it being publicly filed with the Court, provided to stakeholders of the Seller in the CCAA Proceedings who are subject to a confidentiality agreement or duty of confidentiality; and (ii) the Transaction may be disclosed by the Seller to the Court, subject to redacting such confidential or sensitive information as may be agreed among the Parties and permitted by Applicable Laws. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms thereof; and

- (b) the Seller and its professional advisors may prepare and file such reports and other documents in the CCAA Proceedings containing references to the Transaction and the terms thereof as may reasonably be necessary to obtain Court Approval or to comply with their obligations in connection with the CCAA Proceedings. The Seller shall use commercially reasonable efforts to ensure that Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

11.4 Survival

- (a) The representations and warranties of the Seller in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction are set forth solely for the purpose of Section 6.2 and none of them shall survive Closing.
- (b) Except as otherwise contemplated expressly in Section 9.2 for a termination of this Agreement by the Buyer pursuant to Section 9.1(e), the Seller shall have no liability, whether before or after the Closing, for any breach of the Seller's representations or warranties, and the Buyer acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 9.1).
- (c) None of the Seller's covenants contained in Article 7 to be performed on or prior to the Closing shall survive the Closing.
- (d) The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing, and the Parties obligations under Sections 1.10, 2.5, 2.6, 7.4, 7.5, 7.6, 7.7, 7.9, 7.10 and this Article 11 shall survive the Closing indefinitely unless otherwise set forth herein.

11.5 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, advisor or representative of the respective Parties hereto, in such capacity, shall have any liability for any representations, warranties, obligations or liabilities of the Buyer or the Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of the Transaction.

11.6 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of the other Party hereto and the consent of the Monitor. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any rights in any Person or entity not a Party to this Agreement other than the Monitor and the express third party beneficiaries of Sections 7.9, 7.10 and 11.5 hereof.

11.7 A&M's Capacity

In addition to all the protections granted to A&M in its capacity as Proposal Trustee under the BIA and Monitor under the CCAA or any order of the Court in the BIA Proceedings or CCAA Proceedings, the Seller and the Buyer acknowledge and agree that A&M, acting in its capacity as Proposal Trustee and/or Monitor (as applicable) of the CCAA Applicants and not in its personal capacity, will have no liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Proposal Trustee and/or Monitor.

11.8 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email (if sent during normal business hours of the recipient, if not, then on the next Business Day); (iii) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (iv) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Buyer at:

700-4445 Lougheed Hwy
Burnaby, British Columbia
V5C 0E4

Attention: Brendan Wall
Email: bwall@agrifoodsgroup.ca

with copies (which shall not in itself constitute notice) to:

Borden Ladner Gervais LLP
1200 – 200 Burrard Street
Vancouver, B.C.
V7X 1T2

Attention: Jennifer A. Archer
Email: jarcher@blg.com

(b) If to the Seller at:

3431 McNicoll Avenue
Scarborough, Ontario
M1V 2V3

Attention: Michael G. Devon
Email: mdevon@jorikiinc.com

with copies (which shall not in itself constitute notice) to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario
M5H 2S7

Attention: Chris Armstrong/Erik Axell
Email: carmstrong@goodmans.ca/eaxell@goodmans.ca

(c) If to the Monitor at:

Alvarez and Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
Toronto, Ontario
M5J 2J1

Attention: Al Hutchens/Stephen Moore
Email: ahutchens@alvarezandmarsal.com/smoore@alvarezandmarsal.com

with copies (which shall not in itself constitute notice) to:

Osler, Hoskin & Harcourt LLP
1 First Canadian Place
100 King Street West, Suite 6200
Toronto, ON M5X 1B8

Attention: Tracy Sandler / Justin Kanji
Email: tsandler@osler.com / jkanji@osler.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

11.9 Counterparts; Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be evidenced by scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

HAPPY PLANET FOODS, INC.

By: Brendan Wall

Name: Brendan Wall

Title: President and Chief Executive Officer

JORIKI INC.

By: _____
Name: Michael G. Devon

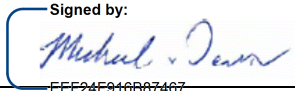
Title: Chief Financial Officer

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

HAPPY PLANET FOODS, INC.

By: _____
Name:
Title:

JORIKI INC.

By:  _____
Signed by:
Name: Michael G. Devon
Title: Chief Financial Officer

Schedule 2.1(a)
List of Machinery and Equipment

(see attached)

Joriki Inc - Delta Facility Equipment Schedule

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
1	6002-6009, 6012	2020	Miura	LX-200SG-07	Natural gas boiler, max input 7,877,000 Btu, 6,900 lb/hr, 3 1/2' X 32" expansion tank, 2020 CMS Incorpor s/n UC20 deareator tank, 5hp & 7.5 hp vertical transfer pmps, Miura water softening systm, Colton back pressure control system with ditigal readout and control valves	2020S4081
2	6010-6011		Cleaver Brooks	M700-50	Packaged boiler, natural gas, max input 2,095,000 Btu not in service	S-806T4
3	6014-6016				Quest 2' X 8' stainless steel sink, Ecolab foam contol system, plastic door flaps	
HIGH ACID PROCESS ROOM						
4	6017-6023		Kleen Engineering		CIP cleaning system skid, SU-04 for combi lines 1 & 2, ABB Commander 1900 chart recorder, positronic push button control with vfd's, caustic concentrate monitioris, (4) pneumatic diaphram pumps, 4' X 34" X 30" ss wash tank, approx 15 hp transfer pump, heat exchanger, 5' X 3' ss final rince tank, 5' X 4' recovery acid tank, control valves with monitoring, stainless steel piping	
5	6024-6033		APV		Aseptic juice system combi line 1 skid mounted, project # CA-0331940, Allen Bradley panelview plus 1000 touch screen control, Anderson AV-9900 chart recorder, starter contol panel, 2009 APV mod V017R-14 plate heat exchanger, 3 hp circulation pump, approx 5 hp & 7.5 hp pumps, control valves, promag H meters, (2) 2/12' X 3' ss tanks, Endress promag 50 control valve, stainless steel piping	
6	6034-6048		APV		Aseptic juice system combi line 2 skid mounted, project # CA-0331940, Allen Bradley panelview plus 1000 touch screen control, Anderson AV-9900 chart recorder, starter contol panel, Cheng Long plate heat exchanger, 3 hp circulation pump, twin approx 5 hp pumps, control valves, promag H meters, Endress promag 50 flow meter, stainless steel piping	
7	6049-6057				Process glycol system with (2) 750 gal platic holding tanks, (4) Telemecanique starters, 5 hp Allis Chalmers pump, 1/2 hp Goulds pump, 5 hp centrifugal pump, (2) 10 hp pumps, (2) 5 hp pumps	
8	6089				Stainless steel peroxide heater cleaning system	
9	6092-6093				Pallet rack 3 section multi tier 8' & 12', rolling cart, chrome adjustable shelf	
HIGH Acid Batching Room						
10	6096				Anyload shipping scale 1000lb cap with dro 3' X 3', (2) stainless steel tables, exhaust blower	

Joriki Inc - Delta Facility Equipment Schedule

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
11	6097-6099				10' X 8' dia ss tank approx 11,000 L, 1/2 hp transfer pump with push button control	
12	6100-6102				Glycol heat exchanger skid, 2011 Thermaline mod 113C11-AI heat exchanger, push button control with temperature controller	
13	6103-6112				25' X 10' dia ss sycrose storage tank approx 25,000 kg cap, 5 hp ss transfer pump, 2nd 5 hp transfer pump ss, Ameriacn ultraviolet mod LTC2ABSSTRI/2 filter system, ss diaphram pump with cart	
14	6113-6122				5' X 8' dia chilled batch tank ss, load cells with Cardinal mod 205 dro, 20,000kg cap, 15 hp hpv ss transfer pump, 2 hp Lightnin agitatio/mixer	
15	6123-6133				Combi line #2, 8' X 5 1/2' dia ss tank, load cells, Rice Lake dro, APV ss pump, ARO pneumatic diaphram pump, 12' X 6' dia ss tank, APV 5 hp transfer pump with CESCO magnetic seperator, 5 hp ss transfer pump	
16	6134-6145				Combi line #1, 7' X 6' ss tank, Wilden ss diaphram pump, ARO 5 hp ss transfer pump, load cells Cardinal 205 dro, 2023 AIC 44.6 sq ft heat exchanger, 7' X 6' dia ss tank, ARO 1/2hp pump, 5 hp transfer pumpss,, CESCO magnetic seperator	
17	6146				Common catwalk, ss with plastic walkway insert	
18	6151-6153				1/2 hp ss transfer pump, (2) American LTX10ABTRI ultraviolet filters	
19	6156-6161		Seccua	10801	Water filter system digital push button control ss stand, (2) Watts Big Bubba BBH-150 filters	8860107014
20	6162-6167				Heat exchaner skid ss, (3) 4' X 8" heat exchangers, temperature controller, push button control with alarm, water recirculation pump, recirc timer, Leeson SM2 vfd drive contol	
21	6168-6171	2002	Superior boiler works		6' x 7' ss water tank, 125 psi, 5' X 6' dia ss water tank, 1/2 hp tranfer pump (treated water)	51129481
22	6172-6174				2 tier ss table, shopvac, Cardinal 14" X 16" platform scale with dro, cart	

Joriki Inc - Delta Facility Equipment Schedule

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
LAB						
23	6175-6177				(2) 3' X 4 1/2' ss sink stations, 4' X 6' ss table	
24	6178-6181				Fisherbrand Accumet AB150 ph meter, Atage Smart 1 refractometer, 4' X 3' ss table, Omnion mod 123 ph meter, HF scientific micro 100 turbidmeter, (2) 4' X 6' ss tables	
25	6182-6184				CMS 4' X 33" fume hood, VWR advanced hot plate, VWR 11747241 heater, (2) fridges	
26	6185-6189				Double sided work station, chairs, cabinets, Lenovo cpu, Brother 6978 printer, IBM Thinkpad cpu, Brother printer, Zebra ZT230 label printer, 3M R-NZ luminometer	
27	6190-6202				(3) 2' X 3' ss tables, CEM mod smart 6 microwave moisture analyzer s/n SF5443, (2) 4 tier chrome racks, shelves, 2 carts, sing ework station with chair, cabinet, Prominent dialog DACb meter, Anderson AJ-300 chart recorder, Cardinal 12" x 12" platform scale, Ohaus Defender 14" X 12" platform scale, Benchmark heat block, Charm Epic luminometer, (3) 8' X 4' ss tables	
28	6203-6210				Clean-Ceil fume hood, glass ware, Ohaus pioneer balance scale, vacuum pump, Hirayama mod HA-240MII autoclave, Boekel mod 148007 hot water bath, Imperial 11 incubator, 4' X 6' ss table, VWR GrCon 4CF incubator	
29	6211-6231	1988	Tetra pak	Tetra Alsafe	Processing system, 12,000L cap ss tank and cap, load cells, Twin ultrafilters, Proface digital touch screen control, (2) ABB Commander 1900 chart recorders, Danfoss vfd drive control, (4) Alfa Laval think tops, valves, meters	31802-514
30	6232-6245				Pallet rack 6 section 22' X 8' X 32" multi tier, 6 tier warehouse stairs, pallet jack, rolling cart, Tora-max 2TWB33 electric pallet jack, pallet rack 10 section 22' X 8' X 42" multi tier, Used and new spare parts, Tennant T5 floor scrubber 1,245 hrs, 2020 mod V8K rollup electric door	
LOW ACID PROCESS ROOM						
31	6247-6260	2020	Chang long	CL-CIP	CIP cleaning system, 650 L cap, (2)650L ss tanks, (2) 22" X 2' ss tanks, ss transfer pump, Promax 300 meter, (6) Alpha Laval metering valves, Jumo Cti-750 meter, Siemens smart touch screen control, ABB meter, (4) pneumatic diaphragm pumps, (2) Alpha Laval think tops	201146
32	6261-6265, 6834-6835		Tetra	25	Homogenizer approx 125 hp, ABB vfd drive control	040-03-0000014

Joriki Inc - Delta Facility Equipment Schedule

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
33	6271-6337		Tetra Pak	VTIS w Flash chamber and upgraded cooling	Thermal Processing - Steam Injection system and Tubular cooling system, up to 64 tube cap 18' X 3' X 40" ss, tower water control system Weintek touch screen control, Tera pak ss skid twin 42" X 3' dia ss tanks, filterpot stand, 5 hp ss circulation pump, Alfa Laval ss transfer pump, ABB ss transfer pump, IFM pressure transmitters, (4) Alfa Laval valves, 32" X 35" dia ss tank, (2) Alfa Laval 10 hp ss circulation pumps, (3) control metering valves, 16" X 32" T ss raw water tank, Alfa Laval heat exchanger, 1/3 hp ss transfer pump, (4) Anderson digital readouts, Pasteurized Endress readout, Tetra Pak control panel with touch screen control, (2) ABB commander 1900 chart recorders, Anderson Negel AV-9900 chart recorder	
34					Jumo Logo screen with vfd, (3) Danfoss vfd drive controls, AB power flex 503 vfd, ss skid, Donaldson ss filter pots, ss skid with (3) Alfa Laval circulation pumps, 2023 Bujalski 5 1/2' X 3 1/2' ss pressure vessel, (4) Alfa Laval control valves and process piping	
35	6339-6343				Roll up door system, HPSS sanitizer, cleaning supplies, ss sink	
LOW ACID BATCHING ROOM						
36	6344-6391			Plant Based Batching System c/w Batch and Transfer tank	12' X 8' dia ss batching tank, approx 5 hp ss mixer/agitator, (3) Alfa Laval control metering valves, plc batching control panel, electrics, 1997 Falco 15' X 8' dia ss batching tank, approx 5 hp agitator/mixer, 10 control valves/meters, Anderson meters, Centurion elec batching control panel, Hope HISML19-STTH touch screen control with plc, Process piping, batching ss catwalk/stairs with 10' X 10' landing deck, Graco Saniforce ss pumping system with push button control, (4) 15 hp ss circulation pumps, magnetic separators, plate type heat exchanger, Alfa Laval think tops, (2) Spirax control valves, 39" X 32" X 39" ss tank with agitator/mixer, 25 hp Alfa Laval pump, 10 hp Alfa Laval transfer pump.	
General Plant Equipment - Ambient Warehouse						
37	6392, 6395, 6400-6401				Pallet rack 6 section 25'X 8' X 42" multi tier, 4' X 4' tote unload station, pallet rack 1 section, 25'X 8' X 42" multi tier, barrel dolly, shipping benches with cpu Brother printer	
38	6396-6397	2021	Lantech	Q300	Shrink wrap system, turntable type 4' dia	QM0056705
39	6398-6399	2014	Lantech	Q300	Shrink wrap system, turntable type 4' dia	QM031071

Joriki Inc - Delta Facility Equipment Schedule

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
40	6405-6408				(2) Amtek AC1000 battery chargers, pallet rack 3 section 25'X 8' X 42" multi tier, Hangcha CBD2B 4,500 lb cap electric pallet jack	
41	6409-6410		Toyota	9BRU23	Order picker, electric, 4,500 lb cap	9BRU23-38339
42	6411-6413				Pallet rack storage system, 8 sections 36 pocket, 4' opening, rollout, 25' tall	
43	6414-6415, 6420-6421		Terex	TS26	Manlift, 1000lb cap 26' height, do not use tag, pallet rack 4 section 25'X 8' X 42" multi tier, Roll up door mod ZDV80	
44	6422-6423		Lantech	Q300	Shrink wrap system, turntable type 4' dia	QM010035
Finished Goods Chilled Warehouse						
45	6425-6426				Pallet rack 8 section 25'X 8'-12' X 42" multi tier, (6) Keeprite 3 fan chillers	
46	6427 -6428	2008	Lantech	Q300XT plus	Shrink wrap system, turntable type 4' dia with feed rollcase, shop vac and supplies	QX005953
47	6429-6431				Pallet rack 16 section 25'X 8' X 42" multi tier, forklift man basket	
48	6437-6438				Pallet rack storage system, 6 sections 18 pocket, 4' opening, rollout, 25' tall	
49	6439-6440				Pallet rack storage system, 10 sections 30 pocket, 4' opening, rollout, 25' tall	
50	6441-6447				Pallet rack spare arms, pallet rack 10 section 25'X 8' X 42" multi tier, 10' unload conveyor with drive, steel stairs, spare pallet rack arms and uprights, bottle cage	
51	6448-6450	2000			40' Shipping container, electric car plug in station	
52	6451-6457				(2) Gardner Denver EBRROMB 100 hp rotary screw air compressors(not in service), 2020 Kaeser Secotec TF260 air dryer s/n 1002-7687224, Kaeser KCF200 oil seperator, (2) air receiving tanks, and filter pot	
53	6458, 6461-6463				Shipping bench, cpu, Brother printer, Zebra 140Xi4 label printer, 2015 Velocity 12' singluating cap feeder conveyor ss, chemical catch stands with fence enclosure	
54	6465-6471	2020		SHM080TP	Jumbo reel hydraulic truck, Meccamica mod 015-119-001 hydraulic lift cart, ss tables and cart	
55	6545-6546		Toyota	9BRU23	Order picker, electric, 4,500 lb cap, 21,055 hrs	9BRU23-38349
56	6547-6553				4'X 8' ss table, small ss table & cabinet, rolling bin, cart , 10' X 30" ss sink station, Ipad, Ohaus scale	

Joriki Inc - Delta Facility Equipment Schedule

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
Evergreen EH3 Chilled ESL Carton line -- Full line - Filler to Palletizer						
57	6635-6666	2001	Evergreen packaging equipment	EH-3 W/spout	Spout carton liquid form and fill system, type ESL, 1.89L/1.75L paper, 12 station, approx 8,400 carton per hr, variable speed touch screen and plc control, Twin 15' X 3 1/2" slat chain outfeed conveyors, air receiving tank, vibratory cap feeder singulator station, ss sink, (2) 21' X 3 1/2" slat chain conveyors, Twin Videojet 1860 bar coding stations, (2) 25' 3 1/2" slat chain conveyors turn stations	5616/11316
58	6667-6673		Wepackit Inc	MPV-300	Case packing system, 10' X 16" twin channel slat chain feed conveyor, 16 station overarm, 10' X 12" box feed through conveyor, push button control, approx 11" X 13" X 9" cap	MPV-300-1637
59	6674-6681		WEXXAR	WF-2H	Box forming station, manual load, 6' twin strand feed conveyor, Nordson Problue 7 single head glue station, 25' X 12" power rollcase, currently running 8X1.75L boxes	2944
60	6663-6665, 6668				(2) Ohaus scales, ss tables, carts, 5' power rollcase, 10' gravity rollcase	
61	6683-6688	2004	3M-Matic	9600	Case sealing system, Videojet 2361 marking system with 8520 control, 9" X 28" through feed transfer	1275
62	6689	2010	Fortress	Phantom	Metal detector system, 10" X 7' feed through transfer, 10' gravity rollcase	CVF-1805
63	6459-6460, 6689-6706	2012	Toptier	TTL30	Automatic palletizer system, 3 layers per minute, min case dimension 4.5", max case dimension 29", max case height 36". max layer dimension 50" auto pallet feed destacking conveyor, row build conveyor, x pusher assembly, Layer head row puller, turn table, photo eyes, variable speed with vfd, AB panelview plus 600 touch screen control, 50" outfeed rollcase	111047
64	6710-6723		Tennant	T5	Floor scrubber 1,243 hrs, Milwaukee tool boxes, cart, hand tools, Justrite 20 gal flammable cabinet, (2) 2 tier carts, (2) 2 ton engine hoists, 45 gal flammable cabinet, grease pump, (2) 2008 custom ss chillers with Seifert Type KG-4270 controls, catch pans and 1.5 hp pump	

Joriki Inc - Delta Facility Equipment Schedule

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
Pet Bottle Filling Line - Not operational						
65	6724-6768	1990	Bevco	600	Rinser system, variable speed, 25' X 3 1/2" slat chain conveyor, Federal 8 station jug filling system with 3 head capper, Filtec FT-75 xray fill checker station, Enercon mod LM5022-296 rating superseal 100 induction sealing station, Twin head air knife station, Double sided labeling station, Nita roll label dispensing stand, Pack leader marking system, 20' X 2 1/2" slat chain feed through conveyor with singulating station, Hartness International mod 825 s/n 8010536 case packing system twin lane with discharge conveyor, New England orienter, Combi carton former, hydraulic press, transfer pumps, ss rolling carts, hyd hoist, 2008 3m mod 120AF case sealer, Videojet 2361 marking station, scissor lift	
General Plant Equipment						
66	6772-6777				5 tier warehouse stairs, tools, carts, rolling cart with ss pipe, Videojet 1860 marking system	
67	6778-6784				Time card system, tv, lockers, lunch room, chrome racks, tables, chairs	
68	6785-6800				22 sections 8 tier storage shelves with new and used spare parts	
69	6801-6817				Main offices, (2) double work stations, chairs, (2) complete offices, work station, cabinets, monitors, Storage cabinets, hand tools, work desk, printer, (6) desks with chairs, (3) complete offices, reception station, cabinets, storage shelves	
70	6818-6833, 6836				18 sections of storage shelves with used spare parts, Square D and Telemecanique batch pump starters	
71	6838-6843				6 section storage shelves, old printers, Lunch room with tables chairs, fridge, dishwasher, micro	
72	6844-6845				Board room table, chairs, tv, conference call system, (2) complete offices	
73	6846-6847	2014			20' Shipping container, side door, heater, picnic tables	
74	6850-6851		Dakin	AGZ180ETSEMNN00	Chiller system , 600 psig design high side, 238 psig low side	STNU171200195
75	6852-6855		Trane		Chiller system, (10) 1.5 hp fan motors, 650 psig design high side, 238 psig low side	U20L08140
76	6856-6859	2012	Walker engineering		stainless steel storage tank 9,000 gal insulated, push button control	WEP-104374
77	6860-6862		Cherry -Burrell	SVW	12' Dia X 45' ss storage silo	15-70-261

Joriki Inc - Delta Facility Equipment Schedule

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
Tetra 1 L A3 Flex Filling and Packaging Line - Fullline - Filler to Case packer						
78	NA	2021	Tetra Pak	A3 Flex	Aseptic -Tetra Pak .946/1	21234/00173
79	NA	2021	Tetra Pak	A3 Flex	Domino A520i Coder, Tetra Pak Acculator Helix, CHP, Capper Loader, Tetra Pak Line Controller 40, Tetra Pak Packer	

Schedule 2.1(b)
List of Transferred Contracts

1. The Delta Facility Lease

Schedule 2.2(u)
List of Customer Owned Assets

(see attached)

Joriki Inc. - Delta Facility
Excluded Equipment – Owned by Third Party

ITEM	JPEG	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER	OWNED/THIRD PARTY
1	6058-6088	2005	Tetra Pak	Tetra Therm Aseptic Drink	Tetra pasteurizer, chilled, Allen Bradley panelview touch screen control, ABB RVG 200 digital flow display, Alfa Laval heat exchanger, 7.5 hp circulation pump, Endress meters, 7.5 hp pump, 20 hp pump, 2' X 35" ss tank, 1' X 30" ss tank, (3) Abb vfd's, Leeson vfd, 10 hp transfer pump, 63" X 83" skid with 4' X 44" pressure tank, 20 hp pump, 7.5 hp pump, (2) ABB vfd's, 10 hp transfer pump, tubular pasteurizer 42 station cap, 5 hp transfer pump, control valves and monitoring sensors	15841130599	3rd party - Owned by [REDACTED]
2	6094-6095		Heli	CPYD30C-M2H	Forklift, 5,700 lb cap, 185" lift, 3 stage, ss, solid tire, lpg	230302D1121	3rd party - Owned by [REDACTED]
3	6393-6394		Toyota	8FGCU25	Forklift, 2,750 lb cap, solid tire, ss, 3 stage 240" mast, lpg, 14,566 hrs	28634	3rd Party owned by [REDACTED]
4	6418-6419		Toyota	9BRU23	Order picker, electric, 4,500 lb cap	9BRU23-38340	3rd Party owned by [REDACTED]
5	6432-6436		Toyota	8FBE18U	Forklift, electric, 2,900 lb cap, ss, 3 wheel, 189", 3 stage, 1,991 hrs, Act Quantum battery charger, Amtek AC1000 battery charger	25498	3rd Party owned by [REDACTED]
6	6554-6568	2009	SIG Combiloc 112	112-32	COMBI filling system, Aseptic filling and non-aseptic filling, 125 – 200 – 235 – 250 ml, suitable for juices, milk, water, soft foods and Ice tea, 12,000 pack/hr, 4 track, 88 pocket 2 filling stations, touch screen push button control	97015158	3rd party - Owned by [REDACTED]
7	6569-6574				10' X 2 1/2" outfeed slat chain conveyor with drive, pneumatic reject kick station, Videojet 1880 bar code station s/n 23038017C61ZH, plc control, 15' X 2 1/2" slat chain conveyor		3rd party - Owned by [REDACTED]
8	6575-6582	2000	Meurer	GM/VSP	Variable speed accumulator, buffer table with separation conveyor section	2/355/485/08	3rd party - Owned by [REDACTED]
9	6583-6596	2008/2009	Geysse	463/461	Straw applicator system, touch screen, twin gun, 13,740 cycles per hr, total counter 83610058, Nordson Problue 4 hot melt. 15' X 3 1/2" feed through slat chain conveyor, Meurer separation station 10' X 3 1/2" feed through conveyor	02594-463-478, 02578-461-473	3rd party - Owned by [REDACTED]
10	6596-6605	2009	Meurer	CM/HBB	Film wrapping system, 11" width, 5 adjustable lanes, 16 1/2" width feed through heat tunnel 1 1/2" belt conveyor, 3 1/2' X 10' slat belt conveyor with vfd driv controls, 50' x 2 1/2" bypass conveyor with drive	2/355486/08	3rd party - Owned by [REDACTED]
11	6607-6613				Conveyor - centering station with 27' X 3 1/2" slat chain feed through conveyor, 35' X 31 1/2" slat chain conveyor variable speed, 12' X 3 12" slat chain conveyor variable speed		3rd party - Owned by [REDACTED]
12	6614-6630	2009	Meurer	GM/TPB	Tray forming wrapping system, manual box feed, singulator, Nordson Problue 4 twin head glue station, 9' X 15" feed through conveyor, Videojet 8520 barcode/date stamper, plc with touch screen panel control	2/355487/08	3rd party - Owned by [REDACTED]
13	6631-6634	2009	Meurer	CM/SB	Tray sealing wrap station, 17 1/2" film width, 21" X 32" heat tunnel, (3) Leister heaters common control	2/355488/08	3rd party - Owned by [REDACTED]

Schedule 2.4(d)
Excluded Liabilities (Debt)

2. Various secured revolving credit facilities, a secured non-revolving term loan facility, and a non-revolving term loan facility, made available to the Seller pursuant to a fourth amended and restated credit agreement dated as of September 23, 2024, between the Seller, as borrower, the Bank of Nova Scotia, as administrative agent, and the Bank of Nova Scotia and the Toronto-Dominion Bank, as lenders (as amended).
3. A non revolving term loan facility made available to the Seller pursuant to an amended and restated credit agreement dated March 11, 2024 between the Seller, as borrower, and Roynat Capital Inc., as administrative agent and lender (as amended).
4. A \$40 million intercompany loan from Joriki TopCo to the Seller as reflected in a promissory grid note issued by the Seller to Joriki TopCo Inc. dated January 19, 2024.
5. A receivables purchase agreement with JPMorgan Chase, N.A., as agent for certain investors dated September November 2, 2015.

Schedule 3.4
Purchase Price Allocation

Item	Value
Machinery and Equipment	\$ [REDACTED]
Total Purchase Price	\$ [REDACTED]

Exhibit A
Approval and Vesting Order

(see attached)

1393-8410-9585

Court File No. CV-25-00735458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	●, THE ●
)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2025

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.**

(the “Applicants”)

**APPROVAL AND VESTING ORDER
(Delta Facility Transaction)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), for an order approving the sale transaction (the “**Delta Facility Transaction**”) contemplated by an asset purchase agreement between Joriki Inc. (“**Joriki**”), as seller (the “**Seller**”), and Happy Planet Foods Inc., as buyer (the “**Buyer**”), dated January [●], 2025 (the “**Delta Facility Purchase Agreement**”) and vesting in the Buyer the Seller’s right, title, and interest in and to the Purchased Assets (as defined in the Delta Facility Purchase Agreement) was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Michael G. Devon, sworn February ●, 2025, and the Exhibits thereto, the First Report of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor of the Applicants (the “**Monitor**”) dated February ●, 2025, and such further materials as counsel may advise, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, counsel to The Bank of Nova Scotia, in its capacity as administrative agent for the senior Lenders of the Applicant, and counsel to the other parties listed on the counsel slip,

no one else appearing for any other party although duly served as appears from the affidavit of service of ● sworn February ●, 2025, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record 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 herein that are otherwise not defined shall have the meaning ascribed to them in the Delta Facility Purchase Agreement.

APPROVAL OF THE DELTA FACILITY TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Delta Facility Transaction is hereby approved and the execution of the Delta Facility Purchase Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Seller and the Buyer, with the consent of the Monitor, may deem necessary. The Seller 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 Delta Facility Transaction and for the conveyance of the Purchased Assets to the Buyer.
4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Seller to proceed with the Delta Facility Transaction and that no shareholder or other approvals shall be required in connection therewith.

VESTING OF THE PURCHASED ASSETS

6. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Buyer substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Seller's right, title and interest in and to the Purchased Assets shall vest absolutely in the Buyer, 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**”) including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of this Court made in the within proceedings dated January 28, 2025, or any other order made in these CCAA proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and (iii) any Claims or encumbrances relating to or arising from any British Columbia Provincial Sales Tax obligations owing by the Seller to His Majesty the Crown in Right of the Province of British Columbia (all of which are collectively referred to as the “**Encumbrances**”). 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.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the 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.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof.

9. **THIS COURT ORDERS AND DIRECTS** that the Monitor may rely on written notice from the Seller and Buyer regarding the fulfilment of conditions to closing under the Delta Facility Purchase Agreement and shall have no liability with respect to the delivery or filing of the Monitor’s Certificate.

ASSIGNMENT OF AGREEMENTS

10. **THIS COURT ORDERS** that upon delivery of the Monitor’s Certificate, all of the rights and obligations of the Seller under and to the Transferred Contract (as defined in the Delta Facility Purchase Agreement) listed in Schedule A hereto (including any associated or related agreements,

schedules, appendices, amendments, supplements, restatements or other modifications) shall be assigned, conveyed, transferred and assumed by the Buyer pursuant to section 11.3 of the CCAA.

11. **THIS COURT ORDERS** that the assignment of the Transferred Contract is hereby valid and binding upon the counterparty to the Transferred Contract notwithstanding any restriction, condition, or prohibition contained in any such Transferred Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

12. **THIS COURT ORDERS** that the assignment and transfer of the Transferred Contract shall be subject to the provisions of this Approval and Vesting Order directing that the Seller's rights, title and interests in the Purchased Assets shall vest absolutely in the Buyer free and clear of all Encumbrances in accordance with the provisions of this Approval and Vesting Order.

13. **THIS COURT ORDERS** that the counterparty to the Transferred Contract is prohibited from exercising any right or remedy under the Transferred Contract by reason of any defaults thereunder arising from the assignment of the Transferred Contract, any change of control in connection with the completion of the transactions contemplated by the Delta Facility Purchase Agreement, the insolvency of the Seller, the commencement of these CCAA proceedings, or any failure of the Seller to perform a non-monetary obligation under the Transferred Contract prior to the Closing Time.

14. **THIS COURT ORDERS** that the Transferred Contract may not be assigned hereunder unless all amounts owing in respect of monetary defaults under the Transferred Contract, other than those arising by reason only of the Seller's insolvency, the commencement of these CCAA proceedings, or the Seller's failure to perform a non-monetary obligation, are paid on or by the Closing Date, or such later date as may be agreed to by the Buyer and the counterparty under the Transferred Contract on prior written notice to the Monitor.

15. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Buyer to assume the Transferred Contract and to perform its obligations in respect of the Transferred Contract pursuant to the Delta Facility Purchase Agreement.

16. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Seller in the assignment and transfer of the Transferred Contract.

PIPEDA

17. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and clause 18(1)(i) of the *Personal Information Protection Act* (British Columbia), the Monitor and the Applicants are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Applicants' records pertaining to the Applicants' past and current employees. The Buyer 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 Applicants.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy or receivership order now or hereinafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or other applicable legislation, in respect of any of the Applicants or their property, and any bankruptcy or receivership order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Applicants,

the entering into of the Delta Facility Purchase Agreement and the vesting of the Purchased Assets in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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

19. **THIS COURT ORDERS AND DECLARES** that the Applicants or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

20. **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 Applicants, the Monitor and their respective 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

21. **THIS COURTS ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without any need for filing or entry.

Schedule “A” – Form of Monitor’s Certificate

Court File No.: CV-25-00735458-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

**IN THE MATTER OF THE *COMPANIES’ CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.**

(the “**Applicants**”)

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Initial Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated January 28, 2025 (as may be amended and restated from time to time, the “**Initial Order**”), Alvarez & Marsal Canada Inc. was appointed as monitor of the Applicants (in such capacity, the “**Monitor**”) in proceedings commenced by the Applicants under the *Companies’ Creditors Arrangement Act*.

B. Pursuant to the Approval and Vesting Order of the Court dated February ●, 2025 (the “**Approval and Vesting Order**”), the Court approved the sale transaction (the “**Delta Facility Transaction**”) contemplated by an asset purchase agreement between Joriki Inc. (“**Joriki**”), as seller (the “**Seller**”), and Happy Planet Foods Inc., as buyer (the “**Buyer**”), dated January ●, 2025 (the “**Delta Facility Purchase Agreement**”), and provided for the vesting in the Buyer of all of the Seller’s right, title and interest in and to all of the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer of this Monitor’s Certificate.

C. Unless otherwise indicated or defined herein, capitalized terms used in this Monitor’s Certificate shall have the meanings given to them in the Approval and Vesting Order and/or the Delta Facility Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Buyer has satisfied the Purchase Price for the Purchased Assets in accordance with the Delta Facility Purchase Agreement; and
2. The conditions to Closing set forth in the Delta Facility Purchase Agreement have been satisfied or waived by the Seller and the Buyer, as applicable.

This Certificate was delivered by the Monitor on _____ [DATE].

**ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Monitor of the
Applicants and not in its personal capacity**

Per: _____

Name:

Title:

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

Court File No. CV-25-00735458-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JORIKI TOPCO INC. AND JORIKI INC.**

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER
(Delta Facility Transaction)**

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Lawyers for the Applicants

THIS IS EXHIBIT "C"
TO THE AFFIDAVIT OF MICHAEL G. DEVON
SWORN BEFORE ME OVER
VIDEOCONFERENCE THIS 21st DAY OF
FEBRUARY, 2025

Erik Apell

Commissioner for Taking Affidavits

ASSET PURCHASE AGREEMENT

JORIKI INC.

as Seller

- and –

TOP SHELF FOOD AND BEVERAGE CORP.

as Buyer

February 20, 2025

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of February 20, 2025

AMONG:

JORIKI INC., a corporation incorporated under the laws of the Province of Ontario (the “**Seller**”)

- and -

TOP SHELF FOOD AND BEVERAGE CORP., a corporation incorporated under the laws of the Ontario (the “**Buyer**”)

RECITALS:

- A. The Seller filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada) and Alvarez & Marsal Canada Inc. (“**A&M**”) was appointed as proposal trustee (the “**Proposal Trustee**”) of the Seller (the “**BIA Proceedings**”).
- B. The Seller and certain of its Affiliates (the “**CCAA Applicants**”) have converted the BIA Proceedings to proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), and obtained an initial order (the “**Initial CCAA Order**”) from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on January 28, 2025, pursuant to which, *inter alia*, A&M was appointed as the monitor of the CCAA Applicants (in such capacity, the “**Monitor**”).
- C. Subject to Court Approval, the Seller has agreed to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer has agreed to purchase the Purchased Assets, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement,

- (a) “**A&M**” has the meaning given to such term in Recital A;
- (b) “**Affiliate**” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and “control” and any derivation thereof means the control by one

Person of another Person in accordance with the following: a Person (“A”) controls another Person (“B”) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose;

- (c) “**Agreement**” means this Asset Purchase Agreement and all attached Exhibits and Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions referred to in this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement;
- (d) “**Applicable Law**” means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, the Seller, the Buyer, the Purchased Assets or Assumed Liabilities;
- (e) “**Approval and Vesting Order**” means an approval and vesting order of the Court substantially in the form attached hereto as Exhibit A, among other things approving this Agreement and vesting in and to the Buyer all right, title and interest of the Seller in the Purchased Assets, free and clear of and from any and all Claims and Encumbrances to the extent and as provided for in such approval and vesting order;
- (f) “**Assumed Liabilities**” has the meaning given to such term in Section 2.3;
- (g) “**BIA Proceedings**” has the meaning given to such term in Recital A;
- (h) “**Business Day**” means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto are open for commercial banking business during normal banking hours;
- (i) “**Buyer**” has the meaning given to such term in the preamble to this Agreement;
- (j) “**Cash Purchase Price**” has the meaning given to such term in Section 3.1;
- (k) “**CCAA**” has the meaning given to such term in Recital B;
- (l) “**CCAA Applicants**” has the meaning given to such term in Recital B;
- (m) “**CCAA Proceedings**” has the meaning given to such term in Recital B;

- (n) **“Claims”** demands, complaints, actions, class actions, applications, suits, proceedings, causes of action, charges, indictments, prosecutions, information or other similar processes, orders (including injunctions, judgments, settlements, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes remedial orders), assessments or reassessments, judgments, settlements, debts, obligations, liabilities, Encumbrances, expenses, costs, damages, losses, accounts payable, indebtedness, contracts, leases, agreements, undertakings, claims (including product liability claims and “claim” as defined in the CCAA), counterclaims, indictment, prosecution, rights and entitlements of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise;
- (o) **“Closing”** means the completion of the Transaction at the Closing Time;
- (p) **“Closing Date”** means the date that is two (2) Business Days after Court Approval or such other date as the Parties, with the consent of the Monitor, may agree, acting reasonably;
- (q) **“Closing Documents”** means all contracts, agreements and instruments required by this Agreement to be delivered at or before the Closing;
- (r) **“Closing Time”** means 10:00 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;
- (s) **“Confidential Information”** means non-public, confidential, personal or proprietary information which is furnished to a Party by the other Party, including, without limitation, information about identifiable individuals, any information relating to a Party and/or its Affiliates or any customer or supplier of a Party and/or its Affiliates; provided that “Confidential Information” does not include information that:
 - (i) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement;
 - (ii) is received by a Party from a third party that obtained it lawfully and was under no duty of confidentiality;
 - (iii) was lawfully in a Party’s possession prior to disclosure thereof by the other Party; or
 - (iv) was independently developed by a Party without use of, or reference to, the other Party’s Confidential Information;

- (t) **“Contracts”** means contracts, licences, permits, leases, agreements, commitments, entitlements or engagements to which the Seller is a party or by which the Seller is bound;
- (u) **“Court”** has the meaning given to such term in Recital B;
- (v) **“Court Approval”** means the issuance of the Approval and Vesting Order by the Court;
- (w) **“Court Orders”** has the meaning given to such term in Section 8.1(a);
- (x) **“Customer Proprietary Inventory”** has the meaning given to such term in Section 2.1(d);
- (y) **“Delta Facility”** means the Seller’s production facility located at 695 Derwent Way, Delta, BC;
- (z) **“Deposit”** has the meaning given to such term in Section 3.2(a);
- (aa) **“Employee Plans”** means all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings, with the exception of statutory or government sponsored plans, with respect to some or all of the current or former directors, officers, employees, contractors or consultants of the Seller or the beneficiaries or dependents of any such Persons to which any Seller is a party to or bound by or to which any Seller has an obligation to contribute relating to:
 - (i) bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, share compensation, share purchase or share option purchase, share appreciation rights, phantom stock, employee loans, or any other compensation or perquisites (including vehicles) in addition to salary;
 - (ii) retirement or retirement savings, including, without limitation, registered or unregistered pension plans, pensions, supplemental pensions, registered retirement savings plans and retirement compensation arrangements; or
 - (iii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short-term disability, long-term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor’s benefits, vacation or vacation pay, sick pay, supplementary employment insurance, day care, tuition or professional commitments or expenses or similar employment benefits and post-employment benefits;

but excluding any statutory benefit plans which any Seller is required to participate in or comply with, including the Canada Pension Plan and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;

- (bb) **“Employees”** means all employees of the Seller;
- (cc) **“Encumbrance”** means any security interest, lien, prior claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, mortgage or adverse claim of any nature or kind;
- (dd) **“Environmental Law”** means any Applicable Law concerning pollution or protection of the environment, including all those relating to the use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or clean-up of any Hazardous Material;
- (ee) **“ETA”** means Part IX of the *Excise Tax Act* (Canada);
- (ff) **“Excluded Assets”** has the meaning given to such term in Section 2.2;
- (gg) **“Excluded Liabilities”** has the meaning given to such term in Section 2.4;
- (hh) **“Final”** with respect to any order of any court of competent jurisdiction, means that leave to appeal or reconsideration shall not have been sought in respect of such order and that such order shall not have been stayed, appealed, varied (except with the consent of the Buyer and the Seller) or vacated (or, if leave to appeal, reconsideration, or appeal has been sought, it has been dismissed, and any stay has been vacated) and all specified time periods within which leave to appeal, reconsideration or appeal could at law be sought shall have expired;
- (ii) **“Former Employees”** means the former employees of the Seller that were employed at the Toronto Facility;
- (jj) **“Governmental Authority”** means any government, regulatory authority, governmental department, agency, commission, bureau, court, judicial body, arbitral body or other law, rule or regulation-making entity:
 - (i) having jurisdiction over the Seller, the Buyer, the Purchased Assets or the Assumed Liabilities on behalf of any country, province, state, locality or other geographical or political subdivision thereof; or
 - (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power;
- (kk) **“Governmental Authorizations”** means the permits, licences, approvals and authorizations, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued to or held or required by the Seller relating to the Purchased Assets by or from any Governmental Authority;
- (ll) **“GST/HST”** means all goods and services tax and harmonized sales tax imposed under the ETA (including, for greater certainty, any provincial component of such

harmonized sales tax), and any other similar statute enacted by the provinces or territories of Canada;

- (mm) “**Hazardous Material**” means any hazardous material, toxic substance, pollutant or hazardous waste (including any petroleum products or byproducts) defined or regulated as such under any Environmental Law;
- (nn) “**including**” and “**includes**” shall be interpreted on an inclusive basis and shall be deemed to be followed by the words “without limitation”;
- (oo) “**Initial CCAA Order**” has the meaning given to such term in Recital B;
- (pp) “**Insurance Policies**” means all contracts of insurance, insurance policies and insurance plans of the Seller and its Affiliates, including property, commercial general liability insurance, recall insurance, umbrella insurance, directors’ and officers’ insurance, fiduciary liability insurance, employment practices liability insurance and group term life insurance, and including any tail or run-off insurance policies in respect of any of the foregoing, and including any and all rights to make claims thereunder;
- (qq) “**Machinery and Equipment**” has the meaning given to such term in Section 2.1(a);
- (rr) “**Monitor**” has the meaning given to such term in Recital B;
- (ss) “**Monitor’s Certificate**” means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, to be delivered to the Buyer and filed with the Court by the Monitor;
- (tt) “**Outside Date**” means March 31, 2025;
- (uu) “**Parent**” means Highbury Canco Corporation,
- (vv) “**Parent Guarantee**” means that certain parent guarantee executed by the Parent, to and in favour of the Seller on the date hereof;
- (ww) “**Parties**” means the Seller and the Buyer collectively, and “**Party**” means either the Seller or the Buyer;
- (xx) “**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;
- (yy) “**Pickering Facility**” means the Seller’s production facility located at 885 Sandy Beach Road, Pickering, Ontario;

- (zz) “**Pittston Facility**” means the Seller’s Affiliate’s production facility located at 575 Research Dr. Pittston, Pennsylvania;
- (aaa) “**Proposal Trustee**” has the meaning given to such term in Recital A;
- (bbb) “**Purchase Price**” has the meaning given to such term in Section 3.1;
- (ccc) “**Purchased Assets**” has the meaning given to such term in Section 2.1;
- (ddd) “**Recall**” means the Canada-wide recall of Silk® and Great Value® plant-based beverages instituted by the Canadian Food Inspection Agency on or about July 8, 2024, as a result of a listeria monocytogenes outbreak;
- (eee) “**Released Claims**” means all Claims, including loss of value, professional fees, and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (fff) “**Restricted Rights**” has the meaning given to such term in Section 2.6(b);
- (ggg) “**Seller**” has the meaning given to such terms in the preamble to this Agreement;
- (hhh) “**Specified Customers**” means those certain customers with Customer Proprietary Inventory that have been identified by Seller’s counsel to the Buyer’s counsel by email on February 13, 2025 and confirmed by a further email by Seller’s counsel to the Buyer’s counsel on the date hereof.
- (iii) “**Tax**” and “**Taxes**” means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST/HST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, penalties, fines or other additions associated therewith, whether or not disputed;
- (jjj) “**Tax Act**” means the *Income Tax Act* (Canada), and any other similar statute enacted by the provinces or territories of Canada;
- (kkk) “**Tax Returns**” means all returns, information returns, reports, elections, agreements, declarations, or other documents of any nature or kind required to be filed with any applicable Governmental Authority in respect of Taxes;

- (lll) **“Taxing Authority”** means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax;
- (mmm) **“Third Party Owned Assets”** has the meaning given to such term in Section 2.2(t)
- (nnn) **“Toronto Facility”** means the Seller’s production facility located at 3431 McNicoll Avenue, Scarborough, Ontario;
- (ooo) **“Toronto Facility Lease”** means the lease between the Seller and Joriki Holdings Inc. dated October 1, 2019 in respect of the Toronto Facility;
- (ppp) **“Transaction”** means, collectively, the sale and purchase of the Purchased Assets pursuant to this Agreement and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets, including the assumption of the Assumed Liabilities by the Buyer;
- (qqq) **“Transfer Taxes”** has the meaning given to such term in Section 7.4(c); and
- (rrr) **“Warranty Rights”** has the meaning given to such term in Section 2.1(d).

1.2 Schedules & Exhibits

The schedules and exhibits to this Agreement are an integral part of this Agreement.

<u>Schedule</u>	<u>Description</u>
Schedule 2.1(a)	List of Machinery and Equipment
Schedule 2.1(e)	Customer Proprietary Inventory of the Specified Customers
Schedule 2.2(t)	List of Third Party Owned Assets
Schedule 2.2(u)	List of Customer Proprietary Inventory
Schedule 2.4(d)	Excluded Liabilities (Debt)
<u>Exhibit</u>	<u>Description</u>
Exhibit A	Approval and Vesting Order

1.3 Statutes

Unless specified otherwise, reference in this Agreement to a statute or regulations refers to that statute or those regulations, as the case may be, as may be amended, or to any restated or successor legislation of comparable effect.

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.8 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as otherwise specifically set forth in this Agreement and any document required to be delivered pursuant to or in respect of this Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Monitor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein (including, as applicable, the CCAA), without regard to the conflicts of law principles thereof. The Parties consent to

the exclusive jurisdiction and venue of the Court prior to a Final order of the Court terminating the CCAA Proceedings and thereafter to the Courts of the Province of Ontario for the resolution of any disputes arising under or in connection with this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.8 shall be deemed effective service of process on such Party.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement to Purchase and Sell Purchased Assets

Upon and subject to the terms and conditions of this Agreement (including Court Approval, the provisions of Sections 2.1(e) and 2.6), at the Closing Time the Seller shall sell, convey, assign and transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and accept from the Seller, free and clear of all Encumbrances, all of Seller's right, title and interest at the Closing Time in, to and under the following specific properties, assets and rights (collectively, the "**Purchased Assets**"):

- (a) *Machinery and Equipment* – all machinery, equipment, furniture and fixed assets owned by the Seller and used in the Seller's operations at the Toronto Facility including, without limitation, the fixed assets specified on Schedule 2.1(a) (collectively, the "**Machinery and Equipment**") and any software, systems, codes, data and other similar property that are inherent and currently form or constitute part and parcel of such Machinery and Equipment;
- (b) *Transferred Contracts* – the Toronto Facility Lease;
- (c) *Equipment Records* – all operating manuals, procedures, software, documentation and records used by the Seller exclusively in respect of the Machinery and Equipment;
- (d) *Warranty Rights* – all warranty rights against manufacturers, contractors or suppliers for the Purchased Assets, to the extent the foregoing are transferable by the Seller to the Buyer ("**Warranty Rights**") and excluding any warranty rights pertaining to the Recall; and
- (e) *Inventory* – all remaining items held on hand by the Seller, for sale or other distribution, or that are being produced for sale, or are to be consumed, directly or indirectly, in the production of goods or services to be available for sale, of every kind and nature including inventories of raw materials, spare parts, work in progress, finished goods and by-products, operating supplies and packaging materials ("**Inventory**"), in each case, situated at the Toronto Facility for the Seller's customers at the Toronto Facility. Notwithstanding the generality of the foregoing and for greater certainty, Inventory that constitutes Purchased Assets shall: (x) exclude any item that is proprietary, custom or unique to, or that contains or is produced, consumed or otherwise used, directly or indirectly, pursuant to or in reliance on any proprietary information, technology or other assets or property of, any such customer unless such customer has provided written consent to such

sale from the Seller to the Buyer and the Buyer and Seller agree on a corresponding increase to the Cash Purchase Price, as may be applicable (all such excluded items, the “**Customer Proprietary Inventory**”), but (y) include Customer Proprietary Inventory of the Specified Customers as set out in Schedule 2.1(e) provided that Buyer shall not, directly or indirectly, use, sell, distribute, manipulate, modify or otherwise exploit or benefit in any way any Customer Proprietary Inventory of the Specified Customers without an express agreement entered into between Buyer and such applicable Specified Customer(s).

- (f) *Intellectual Property* – all of the Seller’s rights and interests, if any, to know-how, formulae, historical records, procedures, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property in respect of the production of products for customers at the Toronto Facility but, for greater certainty, excluding anything that constitutes, is part of, or otherwise relates to, any Customer Proprietary Inventory or any Third Party Owned Assets.

2.2 Excluded Assets

Except for the Purchased Assets specifically identified herein, the Purchaser shall not purchase or acquire any of the other assets, property or undertakings of the Seller of any kind or nature (collectively, the “**Excluded Assets**”), which Excluded Assets shall remain the property of the Seller, including but not limited to all of the following:

- (a) *Cash* – all cash, cash equivalents, bank accounts and investments;
- (b) *Accounts Receivable* – all accounts receivable (including unbilled revenue and holdbacks), bills receivable, trade accounts, trade debts and book debts due or accruing due to it, including any refunds, rebates receivable and rights in respect of letters of credit and the full benefit of all security (including cash deposits), guarantees, rights pursuant to any settlement agreement or other arrangement and other collateral held by the Seller;
- (c) *Prepaid Expenses* – the full benefit of all prepaid expenses and deposits with any supplier, public utility, lessor under any Contract, including the deposit held by the lessor under the Toronto Facility Lease, or Governmental Authority;
- (d) *Intellectual Property* – except to the extent expressly included in Section 2.1(a) or 2.1(c), all of the Seller’s right, title and interest to all intellectual property owned or used by it including:
 - (i) all trademarks, patents, copyrights, websites and domain names, social media accounts, certification marks, service marks, and other source indicators (including the name “Joriki” or “Joriki Inc.” and any variations thereof), and the goodwill of any business symbolized thereby, computer systems, code, applications, systems, databases, data, website content, passwords, know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property;

- (ii) any and all licences, sub-licences or any other evidence of a right to use any of the foregoing;
 - (iii) the right to obtain renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations or similar legal protections related thereto; and
 - (iv) the right to bring an action at law or equity for the infringement of the foregoing, including the right to receive all proceeds and damages therefrom;
- (e) *Computer Software* – except to the extent expressly included in Section 2.1(a) or 2.1(c), all software and documentation therefor owned or used by the Seller, including, all electronic data processing systems, program specifications, source codes, object code, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, training manuals and other related material.
- (f) *Contracts* – all Contracts other than the Toronto Facility Lease;
- (g) *Goodwill* – the goodwill of the Seller and information and documents relevant thereto including lists of customers and suppliers, credit information, telephone and facsimile numbers, e-mail addresses, research materials, research and development files and Confidential Information;
- (h) *Business Records* – except to the extent expressly included in Section 2.1(a) or 2.1(c), all business and financial records and files of the Seller’s business, including the general ledger and accounting records, all customer lists and lists of suppliers and all of the right, interest and benefit, if any, thereunder and to and in the domain names, telephone numbers, facsimile numbers and e-mail addresses, used by the Seller in the conduct of the Seller’s business;
- (i) *Tax Refunds* – the benefit of any refundable Taxes or refund of Taxes (including any input tax credits under the ETA), and any claim or right of the Seller to any incentive, refund, rebate or credit of Taxes (including any refundable Tax credits);
- (j) *Loans* – any loans or debts due to the Seller, including loans, debts or other amounts due or payable to it by any Affiliate;
- (k) *Deposits Held by Credit Card Issuers* – all deposits held with any credit card issuer;
- (l) *Corporate Records* – Tax Returns and original Tax records and books and records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Seller as a Person;
- (m) *Rights under Agreement* – the Seller’s rights under this Agreement, the Closing Documents and the Transaction, including, for greater certainty, all cash that is paid in satisfaction of the Purchase Price;

- (n) *Assets Held by other Affiliates* – all assets, property and undertaking of the Seller’s Affiliates, including those held by Joriki TopCo Inc. and Joriki USA Inc.;
- (o) *Shares* – securities held by the Seller, including the shares of Joriki USA Inc.;
- (p) *Insurance Policies* – all Insurance Policies and all rights thereunder, including the right to recover any insurance proceeds;
- (q) *Actions, etc.* – all Seller’s claims, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment, and its interest in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof;
- (r) *Retainers* – all rights in respect of any retainers paid by the Seller to professional service providers;
- (s) *Other Facilities* – all assets of the Seller or any of its Affiliates located at the Delta Facility, the Pickering Facility or the Pittston Facility;
- (t) *Third Party Owned Assets* - all records and assets located at the Toronto Facility owned by customers of the Seller or other third parties, as set forth on Schedule 2.2(t) (collectively, the “**Third Party Owned Assets**”); and
- (u) *Customer Proprietary Inventory* – all Customer Proprietary Inventory, as set forth on Schedule 2.2(u), other than, for greater certainty, Customer Proprietary Inventory of the Specified Customers as set out in Schedule 2.1(e).

2.3 Assumption of Liabilities

The Buyer shall assume as of the Closing Date and shall pay, discharge and perform, as the case may be, from and after the Closing Date, only the following liabilities and obligations of the Seller (collectively, the “**Assumed Liabilities**”):

- (a) *Obligations under Transferred Contracts, etc.* – all liabilities and obligations arising after the Closing Time under or in respect of the Toronto Facility Lease; and
- (b) *Employee Matters* – all liabilities and obligations of the Buyer pursuant to Section 7.5.

2.4 Excluded Liabilities

Except as expressly assumed pursuant to Section 2.3, all of the Seller’s debts, obligations, Contracts and liabilities, of any kind or nature, shall remain the sole responsibility of the Seller, and the Buyer shall not assume, accept or undertake any debt, obligation, duty, contract or liability of the Seller of any kind, whatsoever, except as expressly assumed pursuant to Section 2.3, whether accrued, contingent, known or unknown or otherwise, and specifically including (without limitation) the following liabilities or obligations of the

Seller which shall be retained by, and which shall remain the sole responsibility of the Seller (collectively, the “**Excluded Liabilities**”):

- (a) *Intercompany Accounts Payable* – any debts owing by the Seller to any shareholder, director, officer or Affiliate of the Seller;
- (b) *Intellectual Property Claims* – any Claims against the Seller for infringements of any intellectual property rights of any third Person relating to any period prior to the Closing Time;
- (c) *Excluded Assets* – all liabilities and obligations relating to the Excluded Assets;
- (d) *Debt* – all liabilities and obligations under any Contracts related to the debt obligations described in Schedule 2.4(d) including all accrued and accruing interest, fees, costs and expenses thereunder;
- (e) *Taxes* – all liabilities for Taxes of the Seller not assumed pursuant to Section 2.3 or Section 7.4;
- (f) *Employee Matters* – all liabilities and obligations of the Seller in respect of both Employees and Former Employees;
- (g) *Recall Liabilities* – all Claims against the Seller arising from or in relation to or otherwise connected in any way to the Recall;
- (h) *Obligations under Transferred Contracts, etc.* - all liabilities and obligations existing at the Closing Time under or in respect of the Toronto Facility Lease;
- (i) *Purchased Assets* – all liabilities pertaining to the ownership and use of the Purchased Assets prior to the Closing Time; and
- (j) *Other* – all Claims against the Seller arising from or in relation to any facts, circumstances, events or occurrences when and howsoever arising whether prior to or following the Closing Time, including liabilities relating to any breach of law, product liability claims, and any liabilities or obligations relating to the environment or occupational health and safety, including but not limited to: (i) liabilities arising in connection with properties owned, leased or operated by the Seller at any time prior to the Closing Date; (ii) liabilities arising in connection with facilities or properties to which any Seller sent Hazardous Material for disposal prior to the Closing Date; (iii) liabilities arising in connection with any Hazardous Material generated, used, emitted, released, stored, transported or disposed of prior to the Closing Date by any Seller; and (iv) fines, penalties or other liabilities arising from violations of or non-compliances with Environmental Law occurring prior to the Closing Date, all to the maximum extent permitted by Applicable Law and except, in each case, as specifically defined in this Agreement as an Assumed Liability.

2.5 As is, Where is

THE BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS ARE PURCHASED BY THE BUYER AND THE ASSUMED LIABILITIES ARE ASSUMED ON AN “AS IS, WHERE IS” BASIS AS THEY SHALL EXIST AT THE CLOSING TIME WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS OR THE ASSUMED LIABILITIES AND WITHOUT ANY RECOURSE TO THE SELLER, THE MONITOR OR THE PROPOSAL TRUSTEE OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, REPRESENTATIVES OR ADVISORS. THE BUYER AGREES TO ACCEPT THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THE BUYER’S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, the Buyer acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Seller in this Agreement or in any instrument furnished in connection with this Agreement, as to description, fitness for purpose, sufficiency to carry on any business, merchantability, quantity, condition, quality, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are expressly excluded. The provisions of this Section 2.5 shall survive and not merge on Closing.

2.6 Assignment of Purchased Assets

- (a) Subject to Section 2.6(e), the Seller and the Buyer shall use commercially reasonable efforts to obtain any necessary consents or approvals in order to assign the Toronto Facility Lease and Warranty Rights to the Buyer prior to the Closing Date. To the extent assignable and transferable to the Buyer, the Toronto Facility Lease and Warranty Rights shall be assigned by the Seller to the Buyer.
- (b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset (including the Toronto Facility Lease) or any right thereunder if an attempted assignment or transfer, without the consent of a third Person, would constitute a breach thereunder (“**Restricted Rights**”). The Seller shall hold any such Restricted Rights for the benefit of the Buyer until such time as consent and/or approval has been obtained (but subject to 2.6(d) and 2.6(f)), to the extent applicable. The Parties agree that the Restricted Rights shall automatically be assigned by the Seller to the Buyer without any further consideration when such assignment or transfer is permitted.

- (c) At the sole expense of the Buyer, the Seller and the Buyer shall use commercially reasonable efforts to take all such action and do or cause to be done all such things as are reasonably necessary or proper in order that the obligations of the Seller under such Restricted Rights may be performed in such manner that the value of such Restricted Rights is preserved and enures to the benefit of the Buyer, and that any amounts due and payable or which become due and payable in and under the Restricted Rights, net of costs and expenses incurred by the Seller, are received by the Buyer. The Seller shall as soon as reasonably practicable pay to the Buyer all amounts collected by or paid to the Seller in respect of all such Restricted Rights.
- (d) If a consent to transferring the Restricted Rights to the Buyer is not obtained, or such assignment is not attainable, the Seller and the Buyer will cooperate and use their respective commercially reasonable efforts to implement a mutually agreeable arrangement pursuant to which the Buyer will obtain the benefits and assume the liabilities and obligations related to such Restricted Rights in accordance with this Agreement including by the Seller bringing a motion to the Court as contemplated in Section 8.1(a) for an order compelling the assignment of such Restricted Right pursuant to Section 11.3 of the CCAA, provided, however, that the Buyer acknowledges and agrees that nothing in this Section 2.6 shall operate to prohibit or diminish in any way the right of the Seller to, dissolve, wind-up or otherwise cease operations as it may determine in its sole discretion.
- (e) To the extent that the Seller would incur any out-of-pocket costs and expenses (excluding costs of counsel or other professional advisors) prior to the Closing Time in order to comply with a specific obligation under this Section 2.6, the Seller shall not have to incur such out-of-pocket costs and expenses to comply with such obligation unless the Buyer shall have provided the Seller in advance with the funds necessary to pay such out-of-pocket costs and expenses. To the extent that the Seller would incur any out-of-pocket costs and expenses (including, for greater certainty, costs of counsel or other professional advisors, including in connection with any Court motion seeking an order pursuant to Section 11.3 of the CCAA), after the Closing Time in order to comply with a specific obligation under this Section 2.6, the Seller shall not have to incur such out-of-pocket costs and expenses to comply with such obligation unless the Buyer shall have provided the Seller in advance with the funds necessary to pay such out-of-pocket costs and expenses.
- (f) Notwithstanding anything in this Section 2.6: (i) nothing in this Section 2.6 shall (x) require the Seller to renew any Restricted Rights once they have expired or (y) restrict or limit the condition for the benefit of the Buyer prescribed in Section 6.2(d); and (ii) any efforts required of the Seller pursuant to this Section 2.6 shall be strictly on an interim basis and in no event shall be required to continue for more than 30 days following the Closing Date.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The consideration payable by the Buyer to the Seller for the Purchased Assets (as may be adjusted in accordance with Section 3.3, the “**Purchase Price**”) shall be a cash payment of \$ [REDACTED] (the “**Cash Purchase Price**”).

3.2 Satisfaction of the Purchase Price

- (a) The amount of \$ [REDACTED] (the “**Deposit**”) has been paid by or on behalf of the Buyer to the Monitor, on behalf of the Seller, as a deposit towards the Cash Purchase Price, to be held by the Monitor in an interest-bearing account, and to be applied against the Cash Purchase Price or returned or forfeited, as the case may be, in accordance with the terms and conditions of this Agreement.
- (b) The Buyer shall satisfy the Purchase Price at the Closing Time by: (i) the Deposit plus all interest earned thereon being irrevocably released to the benefit of the Seller and applied against the Cash Purchase Price; (ii) payment to the Monitor, on behalf of the Seller, of cash in immediately available funds equal to the balance of the Cash Purchase Price.

3.3 Adjustment to Purchase Price

The Purchase Price shall be increased by an amount equal to any amount of rent that is prepaid by the Seller under the Toronto Facility Lease for the period from and after the Closing Time, up to a maximum amount of one (1) month’s rent. The amount payable in connection with the adjustment set out in this Section 3.3 will be paid at Closing or, if such adjustment cannot be made at Closing, as soon as reasonably possible after such adjustment has been determined, by wire transfer or some other form of payment acceptable to the Seller, as applicable, acting reasonably to the bank account specified by the Seller.

3.4 Purchase Price Allocation

The Purchase Price shall be allocated among the Purchased Assets as agreed by the Parties. Such allocation shall be binding, and the Buyer and the Seller shall report the purchase and sale of the Purchased Assets and file all filings which are necessary or desirable under the Tax Act to give effect to such allocations and shall not take any position or action inconsistent with such allocation.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES BY THE SELLER

The Seller represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying upon the following representations and warranties in connection with the Transaction:

4.1 Existence

The Seller is duly organized and validly existing under the laws of its jurisdiction of organization.

4.2 Due Authorization and Enforceability of Obligations

The Seller has all necessary power, authority and capacity to enter into this Agreement and, subject to Court Approval, to carry out its obligations under this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action of the Seller. This Agreement has been, and at the Closing Time the Closing Documents will be, duly executed and delivered by the Seller and, subject to Court Approval being obtained, constitute valid and binding obligations of the Seller enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

4.3 Absence of Conflicts

The Seller is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constating documents or Applicable Laws or Governmental Authorizations that would be violated, breached by, or under which any default would occur or with notice or the passage of time would be created as a result of the execution and delivery of, or the performance of obligations under this Agreement or any Closing Documents to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults that (i) would not have a material adverse effect on the ability of the Seller to consummate the Transaction, or (ii) will be addressed by the Approval and Vesting Order or other order of the Court made in the CCAA Proceedings.

4.4 Residence of the Seller

The Seller is not a non-resident of Canada within the meaning of the Tax Act.

4.5 GST/HST

The Seller is registered for GST/HST purposes under Subdivision D of Division V of the ETA. The registration number for the Seller is 119426708.

4.6 Brokers

Except for amounts that will be satisfied by the Seller, no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon any arrangement made by or on behalf of the Seller.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller is relying upon the following representations and warranties in connection with the Transaction:

5.1 Existence

The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization.

5.2 Due Authorization and Enforceability of Obligations

The Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement has been duly authorized by all necessary action of the Buyer. This Agreement has been, and at the Closing Time the Closing Documents will be, duly executed and delivered by the Buyer and constitute valid and binding obligations of the Buyer enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

5.3 Absence of Conflicts

The Buyer is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constituting documents or Applicable Laws or Governmental Authorizations, approvals, franchises, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority that would be violated, breached by, or under which any default would occur or with notice or the passage of time would, be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Closing Documents to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults that would not have a material and adverse effect on the ability of the Buyer to consummate the Transaction.

5.4 Approvals and Consents

No authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer and each of the Closing Documents to be executed and delivered by the Buyer hereunder or otherwise in connection with the Transaction.

5.5 Residence of the Buyer

The Buyer is not a non-resident of Canada within the meaning of the Tax Act.

5.6 Investment Canada Act

At the Closing Time, the Buyer will (a) be either a “Canadian” or “WTO investor” within the meaning of the *Investment Canada Act*; and (b) not be a “state-owned enterprise” within the meaning of the *Investment Canada Act*.

5.7 Brokers

No broker, finder or investment banker is entitled to any brokerage commission, finder’s fee or other similar payment in connection with the Transaction based upon any arrangement made by or on behalf of the Buyer.

5.8 Financing

The Buyer has, or will have at the Closing, sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Cash Purchase Price and consummate the Transaction.

5.9 Informed and Sophisticated Buyer

The Buyer is an informed and sophisticated buyer, and has engaged expert advisors and is experienced in the evaluation and purchase of the assets of distressed enterprises as contemplated hereunder. The Buyer has undertaken such investigations and has been provided with and has evaluated such documents and information as it had deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement.

5.10 Parent Guarantee

The Parent has been since the date of incorporation of the Buyer, and remains, the sole and direct shareholder of the Buyer. The Parent has all necessary power, authority and capacity to enter into the Parent Guarantee and to carry out its obligations thereunder. The execution and delivery of the Parent Guarantee has been duly authorized by all necessary action of the Parent. The Parent Guarantee has been duly executed and delivered by the Parent and constitutes valid and binding obligations of the Parent enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

ARTICLE 6 CONDITIONS

6.1 Conditions for the Benefit of the Buyer and the Seller

The respective obligations of the Buyer and of the Seller to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions, which conditions are for the benefit of both the Buyer and the Seller and may only be waived, in whole or in part, by both the Buyer and the Seller:

- (a) no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction shall be in effect; and
- (b) the Approval and Vesting Order shall have been issued and entered on or before March 7, 2025, or on or before such later date as the Parties, with the consent of the Monitor, agree to in writing, and shall not have been stayed, varied (except with the consent of the Buyer and the Seller) or vacated.

6.2 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

- (a) the representations and warranties of the Seller set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;
- (b) the covenants contained in this Agreement to be performed by the Seller at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) the Buyer shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.2(a) and 6.2(b), signed for and on behalf of the Seller without personal liability by an executive officer of the Seller or other Persons reasonably acceptable to the Buyer, in each case in form and substance reasonably satisfactory to the Buyer;
- (d) the consent of the landlord under the Toronto Facility Lease has been obtained to assign the Toronto Facility Lease to the Seller or a Court Order under Section 11.3 of the CCAA shall have been obtained directing the assignment of the Toronto Facility Lease to the Buyer; and
- (e) the Buyer shall have received all other Closing Documents required pursuant to this Agreement to be delivered by the Seller on Closing in form and substance reasonably satisfactory to the Buyer.

6.3 Conditions for the Benefit of the Seller

The obligation of the Seller to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Seller of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Seller):

- (a) the representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;

- (b) the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) the Monitor, on behalf of the Seller, shall have received the entirety of the Cash Purchase Price;
- (d) the Seller shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.3(a) and 6.3(b) signed for and on behalf of the Buyer without personal liability by an executive officer of the Buyer or other Persons reasonably acceptable to the Seller, in each case in form and substance reasonably satisfactory to the Seller; and
- (e) the Seller shall have received all other Closing Documents required pursuant to this Agreement to be delivered by the Buyer on Closing in form and substance reasonably satisfactory to the Seller.

ARTICLE 7

ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Access to Information

- (a) Until the Closing Time, the Seller shall give to the Buyer's personnel engaged in the Transaction and their accountants, legal advisers, consultants and representatives during normal business hours reasonable access to its premises and to all of the books and records related to the Purchased Assets and the Assumed Liabilities and to members of the Seller's senior management, and shall furnish them with all such information relating to the Purchased Assets and the Assumed Liabilities as the Buyer may reasonably request in connection with the Transaction. Notwithstanding anything in this Section 7.1 to the contrary, any such access shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Seller's business. The Seller shall also deliver to the Buyer authorizations to Governmental Authorities necessary to permit the Buyer to obtain information in respect of the Purchased Assets from the files of such Governmental Authorities. Notwithstanding the foregoing, the Seller shall not be required to disclose any information, records, files or other data to the Buyer where prohibited by any Applicable Laws or such disclosure would have the effect of causing the waiver of any applicable privilege.
- (b) The Seller may retain copies of all books and records included in the Purchased Assets to the extent necessary or useful for the administration of the CCAA Proceedings (or any subsequent bankruptcy or wind-down of the CCAA Applicants), the filing of any Tax return, any Tax audit, in connection with the Recall or for compliance with any Applicable Law or the terms and conditions of this Agreement.
- (c) Upon reasonable prior notice to the Buyer, the Seller, the Monitor and any trustee or wind-down officer appointed in respect of any of the CCAA Applicants shall

have access to, and the right to copy, at their own expense, for purposes of the CCAA Proceedings (or any subsequent bankruptcy or wind-down of the CCAA Applicants), the filing of any Tax return, any Tax audit, in connection with the Recall or compliance with any Applicable Law or the terms and conditions of this Agreement, during usual business hours, all books and records included in the Purchased Assets. From time to time following the Closing at the request of the Seller, the Monitor or any trustee or wind-down officer appointed in respect of the CCAA Applicants, the Buyer shall make available knowledgeable employees to co-operate with such parties and respond to information requests, provided that such requests will be limited to reasonable requests for information or assistance that will not reasonably be expected to materially interfere with the day-to-day duties or activities of such employees and shall be at the CCAA Applicants' sole expense.

7.2 Treatment of Purchased Assets until Closing Time

Until the Closing Time, except: (1) as expressly required or contemplated by this Agreement or by an order of the Court in the CCAA Proceedings; or (2) with the prior written consent of the Buyer, the Seller shall:

- (a) not transfer, lease, license, relocate (except to relocate to the Toronto Facility), sell or create any Encumbrance on or otherwise dispose of any of the Purchased Assets; and
- (b) not amend, terminate or assign the Toronto Facility Lease.

7.3 Further Assurances

Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of any applicable courts to the Seller, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable under Applicable Laws to consummate and make effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

7.4 Tax Matters

- (a) The Buyer and the Seller agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any

Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

- (b) For purposes of any Tax Return related to the Transaction (including, for greater certainty, any Tax election), the Buyer and, to the extent applicable, the Seller, agree to report the Transaction in a manner consistent with the Purchase Price allocation determined in accordance with Section 3.4, and the Buyer and the Seller shall not voluntarily take any action inconsistent therewith in any such Tax Return, refund claim, litigation or otherwise, unless required by Applicable Laws. The Buyer and the Seller shall each be responsible for the preparation of their own Tax Returns.
- (c) All amounts payable by the Buyer to the Seller pursuant to this Agreement are exclusive of any GST/HST, or any other federal, provincial, state or local or foreign value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, land or real property transfer, or similar Taxes, duties, or charges, or any recording or filing fees or similar charges that are imposed by reason of the sale, transfer, assignment and delivery of the Purchased Assets (collectively, “**Transfer Taxes**”). All Transfer Taxes are the responsibility of and for the account of the Buyer. The Buyer and the Seller agree to cooperate to determine the amount of Transfer Taxes payable in connection with the Transaction. The Buyer and the Seller will cooperate in a commercially reasonable manner to (a) determine the amount of Transfer Taxes payable in connection with the Transaction, (b) minimize Transfer Taxes; and (c) prepare and file any and all required Tax Returns for or with respect to such Transfer Taxes with any and all appropriate Taxing Authorities.
- (d) If the Seller is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Buyer, the Buyer shall pay such amounts to the Seller concurrent with the payment of any consideration payable pursuant to this Agreement, and the Seller shall remit or account for such Transfer Taxes to the applicable Governmental Authority on a timely basis and otherwise in accordance with Applicable Laws.

7.5 Employee Matters

While the Buyer intends to consider the possibility of making offers of employment to certain Employees and Former Employees of the Seller, nothing herein shall obligate the Buyer in any circumstances whatsoever to make any such offers of employment to any of the Employees or Former Employees. If the Buyer elects, in its sole discretion, to make an offer to an Employee or Former Employee before the Closing Date or within 30 days after the Closing Date, the Seller shall reasonably cooperate with the Buyer to facilitate that offer of employment. If the Buyer elects to make an offer of employment to an Employee or Former Employee, the Buyer shall, without limiting Section 2.4(f), be responsible for all liabilities and obligations with respect to each such Employee or Former Employee who accepts the Buyer’s offer to the extent arising out of or in connection with Buyer’s

employment of each such Employee or Former Employee. If the Buyer elects to make an offer of employment to an Employee before the Closing Date, such offer of employment shall be conditional upon the Closing.

7.6 Fees and Expenses

Except as expressly provided in this Agreement, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Person incurring such fees or expenses.

7.7 Advice and Direction

The Parties acknowledge that the Monitor is entitled (but not required) to seek the advice and directions of the Court in respect of any determination to be made, consent right to be exercised or other action to be taken by the Monitor under this Agreement.

7.8 Release by the Buyer

Except in connection with any obligations of the Seller contained in this Agreement, any Closing Document or the Court Orders, effective as of the Closing Time, Buyer, for and on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges the Seller, the Proposal Trustee, the Monitor, the respective lenders under the credit facilities described in Schedule 2.4(d), and each of their respective Affiliates, successors and assigns and current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, representatives and advisors (including financial and legal advisors) (the “**Seller Released Parties**”) from any and all Released Claims, whether in this jurisdiction or any other, whether or not presently known to them, and whether in law or equity, that the Buyer and its Affiliates ever had, now have or hereafter may have or claim to have against any of the Seller Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time (including, where applicable, in their capacity as equity holders of the Seller), save and except for any Claims arising out of fraud or wilful misconduct.

7.9 Release by the Seller

Except in connection with the obligations of the Buyer contained in this Agreement, any Closing Document or the Court Orders, effective as of the Closing Time, the Seller hereby irrevocably releases and forever discharges the Buyer, the Proposal Trustee, the Monitor, the respective lenders under the credit facilities described in Schedule 2.4(d) and each of their respective Affiliates, successors and assigns and current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, representatives and advisors (including financial and legal advisors) (the “**Buyer Released Parties**”) from any and all Released Claims, whether in this jurisdiction or any other, whether or not presently known to them, and whether in law or equity, that the Seller and its Affiliates ever had, now have or hereafter may have or claim to have against any of the Buyer Released Parties in their capacity as such, for or by reason of any matter,

circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time, save and except for any Claims arising out of fraud or wilful misconduct.

ARTICLE 8 COURT ORDERS

8.1 Court Orders

The Seller and the Buyer will effectuate the Transaction pursuant to the CCAA Proceedings under Applicable Laws, with each taking or causing to be taken all such action and executing and delivering or causing to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to effect the Transaction in such other agreed-upon manner. Without limiting the generality of the foregoing:

- (a) the Seller shall serve and file on or before February 21, 2025, a motion seeking the Approval and Vesting Order, including an order under Section 11.3 of the CCAA directing the assignment of the Toronto Facility Lease to the Buyer (the Approval and Vesting Order, collectively with any other orders that may be sought from the Court as contemplated herein, the “**Court Orders**”);
- (b) the Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining each of the Court Orders, including filing affidavits and other confirmations of adequate assurance of future performance by the Buyer with respect to the Toronto Facility Lease;
- (c) the Seller shall use its commercially reasonable efforts to obtain the Court Orders as soon as practicable on the timelines indicated for obtaining such Court Orders in this Section 8.1;
- (d) the Buyer and its legal counsel shall be given a reasonable opportunity to review and comment on: (i) the motion for Court Approval and (ii) any other motion for a Court Order; and
- (e) notice of the motions seeking the issuance and entry of the Court Orders shall be served by the Seller on the service list for the CCAA Proceedings and on any other Person as may be reasonably requested in writing by the Buyer.

ARTICLE 9 TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

- (a) if Closing does not occur on or before the Outside Date; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 9.1(a) if the Closing’s non-occurrence on or by the Outside Date is caused

by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date;

- (b) subject to any approvals required from the Court or otherwise pursuant to the CCAA Proceedings, and with the consent of the Monitor, by mutual written consent of the Seller and the Buyer;
- (c) by either Party, upon written notice to the other, if a Governmental Authority issues an order prohibiting the Transaction contemplated hereby, which order shall have become Final;
- (d) by the Seller, with the consent of the Monitor, upon written notice to the Buyer if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.3 on the Closing Date and such violation or breach has not been waived by the Seller or cured within five (5) days after written notice thereof from the Seller, unless the Seller is in material breach of its obligations under this Agreement;
- (e) by the Buyer upon written notice to the Seller, if there has been a material violation or breach by the Seller of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.2 on the Closing Date and such violation or breach has not been waived by the Buyer or cured within five (5) days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement; and
- (f) by the Buyer or the Seller if the Court declines to grant Court Approval in respect of the Transaction; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 9.1(f) if the Court's aforementioned non-approval of the Transaction is caused by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with before the Closing Date.

9.2 Effect of Termination

- (a) In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall forthwith become null and void, except as set forth in this Section 9.2 and Article 11, provided that, subject to Section 9.2(b), nothing herein shall relieve any Party from liability for any breach of this Agreement, or impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.
- (b) If this Agreement is terminated pursuant to Sections 9.1(a), 9.1(b), 9.1(c), 9.1(e), or 9.1(f), subject to below, the Deposit shall be returned to the Buyer together with any interest earned thereon within five (5) Business Days following the date of termination of this Agreement and the return of the Deposit plus any interest earned thereon shall be the sole and exclusive remedy of the Buyer in respect of any

violation or breach by the Seller of this Agreement and termination of the Agreement and the Buyer hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Buyer may or would otherwise be entitled to as against the Seller. Notwithstanding the foregoing, if this agreement is terminated pursuant to Section 9.1(f) as a result of the Buyer's failure to perform or comply with any covenants, agreements or conditions set out herein, the Buyer shall forfeit the Deposit, and Section 9.2(c) shall apply.

- (c) If this Agreement is terminated pursuant to Section 9.1(d), the Deposit together with any interest thereon shall be forfeited by the Buyer to, and become the sole property of, the Seller as liquidated damages and not as a penalty, in addition to any other rights and remedies the Seller may have against the Buyer available at law or in equity. The Parties agree that the amount of the Deposit (plus all interest accrued thereon) constitutes a genuine pre-estimate of the Seller's liquidated damages as a result of the Closing not occurring. The Buyer hereby waives any claim or defence that the amount of the Deposit (plus all interest accrued thereon) is a penalty or is otherwise not a genuine pre-estimate of the Seller's liquidated damages. For certainty, in the event that any GST/HST is deemed to be included under section 182 of the ETA in connection with the forfeiture of the Deposit, the Buyer shall pay to the Seller an additional amount to account for any such GST/HST, which the Seller shall remit to the applicable Governmental Authority when and to the extent required by the ETA.

ARTICLE 10 CLOSING

10.1 Location and Time of Closing

The Closing shall take place at the Closing Time on the Closing Date by means of an electronic closing, or such other place or fashion as may be agreed upon in writing by the Parties, in which the closing documentation will be delivered by email exchange of signature pages in PDF or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals except as otherwise provided in this Agreement.

10.2 Closing Deliveries

- (a) At the Closing, the Seller shall deliver to the Buyer:
- (i) the documents required to be delivered by it pursuant to Section 6.2;
 - (ii) conveyance instruments for the Purchased Assets and an assumption of the Assumed Liabilities; and
 - (iii) any other documents reasonably requested by the Buyer in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

- (b) At the Closing, the Buyer shall deliver to the Seller:
 - (i) the documents required to be delivered by the Buyer pursuant to Section 6.3;
 - (ii) conveyance instruments for the Purchased Assets and an assumption of the Assumed Liabilities; and
 - (iii) any other documents reasonably requested by the Seller in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

10.3 Monitor's Certificate

The Parties hereby acknowledge and agree that the Monitor will be entitled to deliver the Monitor's Certificate to the Buyer and file the Monitor's Certificate with the Court without independent investigation upon: (i) receiving written confirmation from the Seller and the Buyer (or their respective counsel) that all conditions to Closing set forth in Article 6 have been satisfied or waived; and (ii) receiving the entirety of the Cash Purchase Price, and the Monitor will have no liability to the Seller or the Buyer or any other Person as a result of delivering and filing the Monitor's Certificate or otherwise in connection with this Agreement or the Transaction contemplated hereunder (whether based on contract, tort or any other theory).

ARTICLE 11 GENERAL MATTERS

11.1 Confidentiality

- (a) Except to the extent otherwise specifically provided in this Section 11.1, the Seller, and the Buyer on behalf of itself and its Affiliates, agree to keep the other Party's Confidential Information confidential and not to use the other Party's Confidential Information in any manner except as required to perform the obligations set out in this Agreement. The Buyer agrees to be responsible for any breach of this Section 11.1 by any of its Affiliates and its and their respective directors, employees, advisors, agents and representatives. The Seller agrees to be responsible for any breach of this Section 11.1 by its respective directors, employees, advisors, agents and representatives.
- (b) Notwithstanding anything to the contrary herein, each Party maintains the right to disclose the other Party's Confidential Information if required to do so by Applicable Laws or requirement of a Governmental Authority, or to a Taxing Authority in order to describe the Tax treatment and Tax structure of the Transaction; provided that the disclosure of such Confidential Information will be limited only to that purpose and provided further that it will use reasonable efforts to cooperate with the other Party in limiting the disclosure of the Confidential Information.

- (c) At the other Party's request, a Party will destroy all of the other Party's Confidential Information, provided that it is permitted to retain one copy of any Confidential Information to the extent required by Applicable Laws or its internal record-keeping policies.
- (d) Any Confidential Information of the Seller that constitutes part of the Purchased Assets will cease to be Confidential Information of the Seller and will become Confidential Information of the Buyer on Closing.

11.2 Personal Information

The Parties confirm that the any information about an identifiable individual disclosed in connection with the transactions contemplated by this Agreement, including all such information disclosed prior to the execution of this Agreement (collectively, the “**Disclosed Personal Information**”) is and was necessary for the purposes of determining if the Buyer shall proceed with the transactions contemplated by this Agreement and to complete such transactions. At all times, the Buyer shall use reasonable commercial efforts to protect the Disclosed Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification using security safeguards appropriate to the sensitivity of the information. Prior to Closing, the Buyer has not used or disclosed the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement, or the consummation of the transactions contemplated by this Agreement. Following the consummation of the transactions contemplated by this Agreement, the Buyer (i) shall not use or disclose the Disclosed Personal Information for any purposes other than those for which the information was initially collected, unless additional consent from affected individuals is obtained by the Buyer, or as otherwise permitted or required by applicable Laws; (ii) shall give effect to any withdrawal of consent from the affected individuals with respect to the Disclosed Personal Information; and (iii) shall notify the affected individuals within a reasonable time after Closing, that the transactions have been completed and that their Personal Information has been disclosed to the Buyer.

11.3 Public Notices

No press release or other announcement concerning the Transaction shall be made by the Seller or by the Buyer without the prior consent of the other (such consent not to be unreasonably withheld); provided, however, that the Buyer may make a press release or other announcement concerning the Transaction after the Closing without the prior consent of the Seller and, further, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings) or by any court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other (including sharing a draft of any such proposed disclosure), and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by the Seller with the Court and, in advance of it being publicly filed with the Court, provided to

stakeholders of the Seller in the CCAA Proceedings who are subject to a confidentiality agreement or duty of confidentiality; and (ii) the Transaction may be disclosed by the Seller to the Court, subject to redacting such confidential or sensitive information as may be agreed among the Parties and permitted by Applicable Laws. The Parties further agree that:

- (a) the Monitor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms thereof; and
- (b) the Seller and its professional advisors may prepare and file such reports and other documents in the CCAA Proceedings containing references to the Transaction and the terms thereof as may reasonably be necessary to obtain Court Approval or to comply with their obligations in connection with the CCAA Proceedings. Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

11.4 Survival

The representations and warranties of the Seller in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction are set forth solely for the purpose of Section 6.2 and none of them shall survive Closing. The Seller shall have no liability, whether before or after the Closing, for any breach of the Seller's representations or warranties, and the Buyer acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 9.1). None of the Seller's covenants contained in Article 7 to be performed on or prior to the Closing shall survive the Closing. The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing, and the Parties obligations under Sections 1.10, 2.5, 2.6, 7.3, 7.4, 7.5, 7.6, 7.8, 7.9 and this Article 11 shall survive the Closing indefinitely unless otherwise set forth herein.

11.5 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, advisor or representative of the respective Parties hereto, in such capacity, shall have any liability for any representations, warranties, obligations or liabilities of the Buyer or the Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of the Transaction.

11.6 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of the other Party hereto and the consent of the Monitor. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any rights in any Person or entity not a Party to this Agreement other than the Monitor and the express third party beneficiaries of Sections 7.8, 7.9 and 11.5 hereof.

11.7 A&M's Capacity

In addition to all the protections granted to A&M in its capacity as Proposal Trustee under the BIA and Monitor under the CCAA or any order of the Court in the BIA Proceedings or CCAA Proceedings, the Seller and the Buyer acknowledge and agree that A&M, acting in its capacity as Proposal Trustee and/or Monitor (as applicable) of the CCAA Applicants and not in its personal capacity, will have no liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Proposal Trustee and/or Monitor.

11.8 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email (if sent during normal business hours of the recipient, if not, then on the next Business Day); (iii) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (iv) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Buyer at:

Top Shelf Food and Beverage Corp.
148 Erie St. South
Leamington, Ontario N8H 0C3

Attention: Sam Diab
Email: sam.diab@highburycorp.com

with copies (which shall not in itself constitute notice) to:

McTague Law Firm, LLP
455 Pelissier St.
Windsor, Ontario N9A 6Z9

Attention: Jeffrey MacKinnon
Email: jmackinnon@mctague.law

(b) If to the Seller at:

3431 McNicoll Avenue
Scarborough, Ontario M1V 2V3

Attention: Michael G. Devon
Email: mdevon@jorikiinc.com

with copies (which shall not in itself constitute notice) to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Chris Armstrong/Erik Axell
Email: carmstrong@goodmans.ca/
eaxell@goodmans.ca

(c) If to the Monitor at:

Alvarez and Marsal Canada Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501
Toronto, Ontario M5J 2J1

Attention: Al Hutchens/Stephen Moore
Email: ahutchens@alvarezandmarsal.com/
smoore@alvarezandmarsal.com

with copies (which shall not in itself constitute notice) to:

Osler, Hoskin & Harcourt LLP
1 First Canadian Place
100 King Street West, Suite 6200
Toronto, Ontario M5X 1B8

Attention: Tracy Sandler / Justin Kanji
Email: tsandler@osler.com / jkanji@osler.com

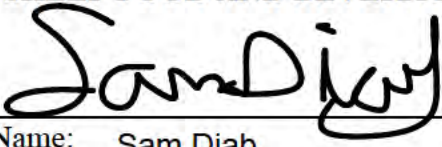
Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

11.9 Counterparts; Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be evidenced by scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

TOP SHELF FOOD AND BEVERAGE CORP.

By: 
Name: Sam Diab
Title: CEO

JORIKI INC.

By: _____
Name: Michael G. Devon
Title: Chief Financial Officer

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

TOP SHELF FOOD AND BEVERAGE CORP.

By: _____
Name:
Title:

JORIKI INC.

By: Michael G. Devon
Name: Michael G. Devon
Title: Chief Financial Officer

Schedule 2.1(a)
List of Machinery and Equipment

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
FILLING LINE 1					
BATCHING					
TANK SCALE	2008	WEIGHTRONIX	WI130	WEIGHTRONIX TANK SCALE 6-PM	
BATCHING TANK		CUSTOM MADE		BATCHING TANK CAPACITY 5000L	
PRODUCT TANK		CUSTOM MADE		PRODUCT TANK CAPACITY 18.000L	
DIAPHRAGM PUMP	2020	WAUKESHA	55	PD PUMP	
LIQUEFIER	1998	APV	CLV 100	LIQUIFIER, CAPACITY 250LT	K-2131
PRODUCT PUMP	2015	GRACO	22F19A	DIAPHRAGM PUMP	120-8-24
APV PASTEURIZING SYSTEM					
TRANSFER PUMP	Apprx 2000	APV	CAPACITY 95L/MIN (5700 L/H)	TRANSFER FROM HOLDING TANK TO PASTEURIZER W-PM	
HOLDING TANK		CUSTOM MADE	CAPACITY 5600 L	BATCH HOLDING TANK W-PM, CAPACITY 6000LT	
BALANCE TANK		APV	CAPACITY 250 L	PASTEURIZER BALANCE TANK M-PM	
BOOSTER PUMP		APV	27248572 W+22/20 5HP 600V	BOOSTER PUMP Q-PM	3034072
TIMING PUMP		APV	27248572 W+22/20 7.5 HP	CENTRIFICAL TIMING PUMP Q-PM	3034071
HOT WATER PUMP		APV	C810AM	HOT WATER PUMP Q-PM	
TRIM COOLING		APV	C810AM	TRIM COOLING WATER PUMP Q-PM	
DIVERT VALVE		APV	SW44	THREE WAY VALVE DIVERT FORWARD FLOW	
DIVERT VALVE		APV	SW43 -2 FS	THREE WAY VALVE DIVERT/FORWARD FLOW	4172367 658600558
HTST PLATES		APV	V 017R-40	HEAT EXCHANGER PLATES PASTURIZER	
FILTER HOUSING		SS PROCESS	.	FILTER HOUSING W-PM	
MAGNETIC TRAP		CESCO	135	MAGNETIC FILTER TRAP W-PM	
FOGG 12-4 FILLER/CAPPER	2001	FOGG	45630	1.89 Litre Rigid Pet Gravity Hot Fill	5011-324-4-01
BEVCO RINSER	1996	BEVCO	E9252	1.89 Litre Rigid Pet Bottle	
COOLING TUNNEL	Apprx 2000	CUSTOM BUILT	.	.	
FILTEC	2024	OMNIFISSION	OMNICHECK 1X	Vision system for the caps and fill height detection	P/N: J49990-1
KRONES CANMATIC	1998	KRONES	CANMATIC	Wrap around labeler with label magazine and two glue stations, Capacity 65 BPM for 1 89 Litre Rigid Pet Bottle	K073-148
BOX ERECTOR	Apprx 2000	COMBI	.	8 PACK (2X4) 1.89 BOTTLE BOX ERECTOR AND TOP SEALER	
CONVEYING SYSTEM	Apprx 2000	CUSTOM BUILT	.	VARIOUS TYPES OF TABLETOP CONVEYING EQUIPMENT COMBINED, TO FIT 1.89 LITRE RIGID PET BOTTLE. MOTORS 90VDC WITH MANUAL CONTROILLER /SPEED SETUP	
PALLET WRAPPERS					
LANTECH	2007	LANTECH	Q300	AUTOMATIC PALLET WRAPPER	#6944-31007441
PHOENIX	2021	PHOENIX	PLP 2150	AUTOMATIC PALLET WRAPPER	
FILLING LINE 2					
BATCHING					

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
MIXING TANK	Apprx 2000	COSTOM MADE		MIXING TANK, CAPACITY 2500LT	
TANK SCALE	Apprx 2000	WEIGHTRONICS	W1-130	WEIGHTRONICS TANK SCALE 6M-PM	
LIQUIFIER	2023	Shanghai HENGs Machine Co.Ltd.	CL-XJQHLG	800 LT HI SPEED SHEAR TANK	
SCALE	Apprx 2000	CARDINAL	205	CARDINAL SCALE LIQUIVERTER 6M-PM	
TRANSFER P		APV 2V4	MOTOR WEG575V	LIQUIVERTER TRANSFER PUMP Q-PM	
PD PUMP		SEW		PD TRANSFER PUMP Q-PM	
MIXING PUMP		APV 6V2	APV 6V2 208 V 3PHASE 5 HP	MIXING TANK CIRCULATION PUMP W-PM	
APV PASTEURIZING SYSTEM					
TRANSFER PUMP	Apprx 2000	APV	145TC-208V-3HP	TRANSFER PUMP TO PASTURIZER W-PM	
HOLDING TANK		LIQUID CARBONIC CANADA		PRODUCT HOLDING TANK, CAPACITY 7500LT	
BALANCE TANK		APV		PASTURIZER BALANCE TANK 500 LT	
BOOSTER PUMP		APV	WII 22/20 575V 3HP	PASTURIZER BOOSTER PUMP Q-PM	100 4540
TIMING PUMP	2022	APV	WII 22/20 575V 5 HP	PASTURIZER TIMING PUMP Q-PM	
DIVERT VALVE	Apprx 2000	APV	P720T 20A1E3N0	THREE WAY DIVERT VALVE / FORWARD FLOW	P SEIES VALVE
HTST PLATES	2022	APV	SR 20	HTST PLATES	200030150000
FILTER HOUSING	Apprx 2000	SS PROCESS		1.5X1.5INC FILTER HOUSING W-PM	
PUMP		PEERLESS	C 610 A M	HOT WATER RE-CIRCULATION PUMP TO HEAT EXCHANGER	2683848
TANK		VIESSMANN	EVL	HOT WATER HOLDING TANK VIESSMANN W-PM	
FILLER /CAPPER	2008	FILLER SPECIALTIES	15-5	ROTARY GRAVITY FILLER -CAPPER 15-5 for .335/ .710	291105AWFS155R
FILLER 2	2006	SPEEDWAY PACKAGING	LF 90GA	INLINE FILLER for 1.89/ 3.78	940805
CAPPER	2006	KAPS ALL		Kaps All E-4 Cpper	
PRESSURE SENSITIVE LABELER Q-PM	2020	LABELETT	PL 501		
SEALER	Apprx 2000	ENERCON SUPER SEAL	LM5022-215	BOTTLE CAP INDUCTION SEALER	LM5022-2150079
SEAL DETECTOR		ALLAN BRADLEY		INDUCTION SEAL DETECTOR	
RINSER		BEVCO	150	BEVCO AIR RINSER W-PM, 208V 3 PH	J 10485
PALLET WRAPPER	2021	PHOENIX	PLP 2150	AUTOMATIC PALLET WRAPPER	
CONVEYING SYSTEM	Apprx 2000	CONVEYORS UNLIMITED		VARIOUS TYPES OF TABLETOP CONVEYING EQUIPMENT COMBINED, ADJUSTABLE FOR .335/ .710/1.89/3.78 LITRE RIGID PET BOTTLE. MOTORS 90VDC 1HP WITH 120V MANUAL CONTROILLER /SPEED SETUP	
PRINTERS / CODERS					
Bottle Coder	2024	DOMINO	Ax350i	IC-2WT840 (white ink)	
Box Coder		INKJET PLUS	Case Coder	Case Coder for 81K00 and 81K99 Black Ink	
Box Coder		INKJET PLUS	Case Coder	Case Coder for 81K00 and 81K99 Black Ink	
Bottle Coder	Old	IMAGE	Case Coder	Bottle Coder /Standby, TQ-1047-YL yellow ink	
FILLING LINE 3					

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
BATCHING					
MIXING TANK	Apprx 2000	COSTOM MADE		8000 LTR MIXING TANK	
TANK SCALE		WEIGHTRONIX		WEIGHTRONIX TANK SCALE 6M-PM	
HOLDING TANK		CUSTOM MADE		30,000 LTR HOLDING TANK SS	
HOLDING TANK		CUSTOM MADE		24,000 LTR HOLDING TANK SS	
TRANSFER PUMP		APV		TRANSFER PUMP BATCHING TO HOLDING TANK #1 W-PM	
TRANSFER PUMP		APV		TRANSFER PUMP HOLDING TANK#1 TO HOLDING TANK #2 W	
TRANSFER PUMP		APV		TRANSFER PUMP HOLDING TANK #2 TO PASTURIZER HOLD T	
MURSIN PUMP		MURSIN		3 DIAPHRAM PUMP	
TRANSFER PUMP		APV		TRANSFER PUMP HOLDING TANK TO BALANCE TANK W-PM	
HOLDING TANK				PASTURIZER HOLDING TANK W-PM	
APV PASTEURIZING SYSTEM					
HTST PLATES	2022	THERMALINE	T28CH	LINE 3 HTST PLATES	6844
BALANCE TANK	Apprx 2000	APV		PASTURIZER BALANCE TANK M-PM	
RETURN TANK		APV		PASTURIZER RETURN TANK M-PM	
RETURN PUMP		APV	W+35/35 600 V	PASTEURIZER RETURN PUMP Q-PM	
TIMING PUMP		APV	W+22/20 600 V	PASTURIZER TIMING PUMP Q-PM	
HOT WATER PUMP		PRICE PUMP	XT200BF-500-21	PASTEURIZER HOT WATER PUMP Q-PM	
COOLING PUMP		CENTRIFICAL POOL PUMP		PASTEURIZER COOLING PUMP Q-PM	
PRV VALVE		SPIREX		MAIN PRESSURE REGULATING VALVE W-PM	
DIVERT VALVE		APV	M18BP816219	APV THREE WAY DIVERT VALVE FFV	
DIVERT VALVE		APV	7718-10M-14D-11/2-316L	3 WAY DIVERT VALVE FFV	
CHECK VALVE			WATTS		CHECK VALVE LINE 3 PASTEURIZER
FOGG 36-12 FILLER/CAPPER	2006	FOGG	FA36-12	Hot Fill Rotary Gravity Filler, .450/0.591 Rigid Pet	FA809-5-12-06
HEPA FILTER	2020	CAMFIL FARR	SAM 24 MS	CAMFILL FILLER HEPA FILTER	UL 30758
PRINTERS / CODERS					
BOTTLE CODER	2020	DOMINO	Ax350i	Bottle Coder, Black ink	
BOTTLE CODER	2020	DOMINO	Ax350i	Bottle Coder, Black ink	
TRAY CODER		INKJET PLUS	HI DEF	HI DEFINITION TRAY CODERS W-PM	
TRAY CODER		INKJET PLUS	HI DEF	HI DEFINITION TRAY CODER	
DEPALLETIZER	2006	REGAL REXNORD	PRIORITY ONE	PRIORITY ONE DEPALLETIZER FOR EMPTY .450/0.591 RIGID PET BOTTLES	98-592
SINGLE FILER CONVEYOR	2006	REGAL REXNORD		SINGLE FILE CONVEYOR PRIORITY ONE W-PM	
BEVCO RINSER	1998	BEVCO	M1010R	BEVCO BOTTLE RINSER W-PM	J13740
CAP HOPPER	2008	CUSTOM BUILT	621-184-12-06	CAP CONDITIONING HOPPER	
FILTEC DETECTOR	2006	FILTEC	FT 70	FILTEC NO CAP LEVEL DETECTOR	116682
BOTTLE INVERTER		SENTERY	200	BOTTLE INVERTER W-PM	12503
CONVEYORS		CONVEYORS UNLIMITED	90 V DC 1 HP 120 V MAIN	3 90 V INLINE CONVEYORS W-PM	
COOLING TUNNEL				COOLING TUNNEL W-PM	
PUMP #1		LEESON	CHH-20	COOLING TUNNEL PUMP #1 LINE 3 Q-PM	
PUMP #2		APV	R1050M	COOLING TUNNEL PUMP #2 Q-PM	575V SIZE 2-2 1/2

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
PUMP #3		SS PROCESS		COOLING TUNNEL PUMP#3 Q-PM	
CONVEYOR		CONVEYORS UNLIMITED	90V DC 1HP 120V	DOUBLE 7 5 TAB CONVEYOR W-PM	
RECYCLING PUMP		HAYWARD	C48K2N143A4	COOLING TUNNEL RECYCLING PUMP W-PM	
DOSING PUMP		KNIGHT		CHLORINE DOSING PUMP W-PM	
AIR KNIIVES		R E M SONIC AIR		AIR KNIIVES LINE 3 Q-PM	
8 FT CONVEYOR		CONVEYORS UNLIMITED		8 FT ACCUMULATION CONVEYOR W-PM	
CONVEYOR	Apprx 2000	CONVEYORS UNLIMITED	120V 1 HP 90VDC 7 5 INC	BOTTLE TRANSFER CONVEYOR W-PM	
CONVEYOR		CONVEYORS UNLIMITED	45632	12 X 6 C COLLECTION TABLE W-PM	
FILTEC DETECTOR		FILTEC	FT 50	FILTEC LEVEL HIGH CAP DETECTOR	
AIR BLOWER		REPUBLIC	RB 1200HC	REPUBLIC AIR BLOWER	40402476
CONVEYOR 90		CONVEYORS UNLIMITED	120V-1HP 90VDC	90 DEGREE CONVEYOR	
CONVEYOR		HY TROL		LINE SHAFT CONVEYOR W-PM	
SCREEN FILTER		SS PROCESS	2INC	INLINE SCREEN FILTER #1	
SCREEN FILTER		SS PROCESS		SCREEN FILTER #2	
MEGTRAP		CESCO	2INC	INLINE MEGTRAP W-PM	
CONVEYOR		CONVEYORS UNLIMITED		FILLER INFEEED CONVEYOR W-PM	
UPC STICKER M		LABEL SYSTEMS	LS75	UPC STICKER APPLICATOR	29983
LINE SHAFT		HYTROL	H770-2-1	LINESHAFT CONVEYOR TO TOP TIER W-PM	
TOP TIER	Apprx 2010	TOP TIER	30/NC	TOP TIER PALETIZER C/W STRETCH WRAPPING W-PM	101023
LANGGUTH	Apprx 2011	LANGGUTH LABELER	E62-120	LANGGUTH ROTARY LABELER	62-155
ACCUMULATION	Apprx 2010	BIS	011-332-2028	ACCUMULATION CONVEYOR TO ARPAC W-PM	
TRAY PACKER	2003	BRENTON	3096	BRENTON TRAYPACKER 12PACKS 4X3	
ROLLER SHAFT CONVEYOR	2003	HYTROLL	H770-2-1	LINE SHAFT CONVEYOR W-PM	
OVERWRAP PACK	2003	ARPAC	BPMP5152	ARPAC OVERWRAP SHRINK PACKER WITH OVEN	7439
FILLING LINE 4					
BATCHING					
MIXING TANK		CUSTOM MADE		LINE 4 MIXING TANK	
MIXER		LIGHTING MIXER		BATCH TANK LIGHTING MIXER	
WEIGH SCALE		CARDINAL	205	TANK SCALE 6M-PM	E30804-0074
PNEUMATIC PUMP	Apprx 2010	WILDEN	2INC	WILDEN PNEUMATIC PUMP	55APP/FSS/FS/FS/00
PUMP		APV	UZH145TBFR5341BE-P	TRANSFER PUMP BATCH TANK TO HOLDING TANK W-PM	208V/3/2HP 1750 RPM
PUMP		APV	W+22/20	TRANSFER PUMP HOLDING TANK TO PASTEURIZER TANK W-P	208V/3/2HP 1750 RPM
BALANCE TANK		APV		PASTEURIZER BALANCE TANK M-PM	
PROCESS					
Tubular Whole Set Sterilizer	2021	Shanghai HENGs Machine Co.Ltd.		Tubular Whole Set Sterilizer	
LEVEL PROBE		APV	RH17	BALANCE TANK LEVEL PROBE W-PM	
PUMP		APV	W21	PASTEURIZING RECIRCULATION PUMP W-PM	
DIVERT VALVE	Apprx 2010	APV	SW43 1 5 3A USASTD NJ	TREEE WAY FORWARD FLOW VALVE TO FILLER	70188802 ONO 2788632
HEAT EXCHANGER		APV	SR-20 SW43	APV HEAT EXCHANGER PLATE LINE 4	7018882
SCREEN FILTER		SS PROCESS		FILTER SCREEN HOUSEING W-PM	
HOT WATER CIRCULATION PUMP	2022	GRUNDFOSS	C	HOT WATER CIRCULATION	
TEMPERATURE PROBE			TPT12	RTD, TPT12 G 1/8 L=25.00MM	
PACKAGING					
RINSER		BEVCO	150	BEVCO AIR RINSER W-PM, 208V 3 PH	
FILLER INFEEED CONVEYOR Q-PM		CONVEYORS UNLIMITED			
FOGG 12-4 FILLER/CAPPER	1997	FOGG	S31	Rotary Gravity Hot Fill, .950/1.89 litre	5011-223-2-97
INLINE MAGTRAP W-PM		CESCO	135		
ENERCON CAP INDUCTION SEALER		ENERCON	LM5022-295		131128-1-1
LINE 4 COOLING TUNNEL W-PM		WILLYS METAL			
CHLORINE DOSING PUMP Q-PM		KNIGHT			
COOLING TUNNEL CIRCULATION PUMP #1 W-PM		HAYWARD	3/4 HP HAYWARD		
COOLING TUNNEL CIRCULATION PUMP #2 W-PM		HAYWARD	3/4 HP HAYWARD		
SONIC AIR KNIVES		REPUBLIC	208/3		

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
SLEEVE SHRINK GUNS		LEISTER	HOTWIND S		
SLEEVE SHRINK STEAM TUNNEL		AESUS	STEAM TUNNEL		250640407
LABELER	2023 REBUILT	SPEEDWAY PACKAGING	PACKLEADER		00112PL5010009505
ACCUMULATION CONVEYOR STEAM TUNNEL EXIT W-PM		CONVEYORS UNLIMITED	120V/1HP 90VDC		
AESUS SLEEVE LABELER		AESUS	100-TBS	AESUS SLEEVE LABELER W-PM	1300190106
AESUS STEAM TUNNEL		AESUS	STEAMTUNNEL	AESUS STEAM TUNNEL W-PM	250640407A
CASE TAPE MACHINE		CHAMPION	EXE 10350	CASE TAPE MACHINE	CO420231
CASE ERECTOR	2020	BEST PACKAGING	ELVSR22-2H		20C181
PRINTERS / CODERS					
	CODER 2024	DOMINO	Ax350i	BOTTLE CODER	
	CODER 2022	DOMINO	A200+	BOTTLE CODER	
MAPLEJET CASE BAR CODER (2 UNITS)	2010	MAPLEJET	PRO JET	IMPERIAL BLACK INK	
FILLING LINE 5					
BATCHING					
DRUM UNLOADER PUMP	2021	GRACO	SDU A09AAA2AA0C21	DRUM UNLOADER PUMP WITH INFLATABLE SEAL, MAX FLUID 8.3 BAR, SERIES B21A	A00208
LIQUIVERTER				LIQUIVERTER FOR LINE 5 BATCHING, CAPACITY 800LT	21011
LIQUIVERTER AGITATOR		Shanghai HENGs Machine Co.Ltd.	CL-XJQHLG	MOTOR - MODEL: YVP-200L MOTOR RATED POWER: 30KW; SPEED: 1760 RPM; SUPPLY: 575 V, 3 PHASE, 60HZ, FLA: 37A	
LEVEL TRANSMITTER - PBT TK2100		ROSEMOUNT		LEVEL TRANSMITTER FOR PRODUCT BALANCE TANK PBT TK2100 - JCS ULTRASYS	
TRANSFER PUMP FROM LIQUIVERTER TO BATCH TANK		ALFA LAVAL	LKH60	PUMP MODEL -LKH60; SINGLE MECH SEAL MOTOR- MODEL: STERLING ELECTRIC RATED POWER: 10 HP; SPEED: 3525 RPM SUPPLY: 575 V, 3 PHASE, 60HZ, FLA: 9.68A BEARINGS DE/NDE : 6308LL/6306LL	
BATCH TRANSFER / CIRCULATION PUMP		ALFA LAVAL	LKH25M	PUMP MODEL -LKH25M; SINGLE MECH SEAL MOTOR- STERLING ELECTRIC RATED POWER: 20 HP; SPEED: 3560 RPM SUPPLY: 575 V, 3 PHASE, 60HZ, FLA: 18.6A BEARINGS DE/NDE : 6309LL/6309LL	
PRODUCT TRANSFER PUMP TO JCS		ALFA LAVAL	LKH20M	PUMP MODEL -LKH20M; SINGLE MECH SEAL MOTOR - STERLING ELECTRIC RATED POWER: 15 HP; SPEED: 1760 RPM SUPPLY: 575 V, 3 PHASE, 60HZ, FLA: 14.8A BEARINGS DE/NDE : 6310ZZ/6208ZZ	
SHEER PUMP		DINA SHEAR	LKH60M210S2ES21AAN	PUMP: PIPELINE HIGH SHEAR DISPERSING EMULSIFIER MOTOR- STERLING ELECTRIC PUMP TYPE: TRL1-185; FLOW/LIFT: 167/H POWER: 15 KW; INLET/OUTLET: 76/63MM SERIES: W20102601	R973959
BATCHING TANK		Shanghai HENGs Machine Co.Ltd.	CL-JPG	BATCHING TANK FOR LINE 5 WORKING CAPACITY - 10000L	20062
BATCH TANK AGITATOR		NORD DRIVE SYSTEMS		MOTOR RATED POWER: 7.5 HP; SPEED: 1770 RPM; SUPPLY: 600 V, 3 PHASE, 60HZ, FLA: 9.6	
HOLDING TANK	2020	Shanghai HENGs Machine Co.Ltd.	CL-JPG	HOLDING TANK FOR LINE 5 WORKING CAPACITY - 10000L	20063
HOLDING TANK AGITATOR		NORD DRIVE SYSTEMS		MOTOR RATED POWER: 7.5 HP; SPEED: 1770 RPM; SUPPLY: 600 V, 3 PHASE, 60HZ, FLA: 9.6	
MIMIC PLATFORM	2024	QUALTECH			
HEAT EXCHANFER FOR MIMIC	2024	ALFA LAVAL	FRONT8-RD	A-DIM 141MM W/31 0.6MM PLATES, AREA 11M2, 16 BAR AT 110 C	AAN1004547
SLURRY PLATFORM		Shanghai HENGs Machine Co.Ltd.			
TANKS X4EA		Shanghai HENGs Machine Co.Ltd.	CL-BWG	PRODUCT TANKS WITH AGITATORS, 4 UNITS, CAPACITY 2500 LT	21008, 21009, 21010, 21011
LIQUIFIER		Shanghai HENGs Machine Co.Ltd.	CL-XJQHLG	LIQUIVERTER FOR LINE 5 SLURRY BATCHING, CAPACITY 800LT	21012

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
TRANSFER PUMP FROM LIQUEFIER	2021	ALFA LAVAL	LKH20M	PUMP MODEL -LKH20M; SINGLE MECH SEAL MOTOR - STERLING ELECTRIC RATED POWER: 15 HP; SPEED: 1760 RPM SUPPLY: 575 V, 3 PHASE, 60HZ, FLA: 14 8A BEARINGS DE/NDE : 6310ZZ/6208ZZ	
SLURRY SHEAR PUMP		DINA SHEAR	LKH60M	PUMP: PIPELINE HIGH SHEAR DISPERSING EMULSIFIER MOTOR-STERLING ELECTRIC PUMP TYPE: TRL1-185; FLOW/LIFT: 16T/H POWER: 15 KW; INLET/OUTLET: 76/63MM SERIES: W20102601	
SLURRY PASTEURIZER		Shanghai HENGs Machine Co.Ltd.		SHELL TUBE TYPE HEAT EXCHANGER WITH HOT WATER PUMP	#7-9-11
PASTEURIZER PUMP		ALFA LAVAL	LKH20M	SINGLE MECH SEAL, 15 HP; 1760 RPM	
PROCESS - JCS ULTRASYS					
ASEPTIC TANK	2007	Tetra Pack	ALSAFE	STERILE PRODUCT HOLD TANK FOR PASTEURIZED PRODUCT, JACKET - ATMOSH, CAPACITY 12507 LT, PRESSURE 7BAR, TEMPERATURE 150 C	30639
VALVE GROUP B/N A-TANK - JCS				VALVE GROUP FOR ASEPTIC TANK INCLUDES FOLLOWING VALVES : V100 - ALFA LAVAL UNIQUE SSV ASEPTIC 2 V101 - ALFA LAVAL UNIQUE SSV ASEPTIC 2 V102 - ALFA LAVAL UNIQUE SSV 2 V105 - ALFA LAVAL SRC 2 V107 - ALFA LAVAL SRC 2 V162 - ALFA LAVAL UNIQUE SSV ASEPTIC 2 V163 - ALFA LAVAL UNIQUE SSV ASEPTIC 2 V164 - ALFA LAVAL UNIQUE SSV ASEPTIC 2 V181 - ALFA LAVAL SRC 2 V184 - ALFA LAVAL UNIQUE SSV 2 V121 - ALFA LAVAL UNIQUE ASEPTIC 2 V112 - ALFA LAVAL UNIQUE SSV 1 1/2 V113 - ALFA LAVAL UNIQUE SSV 1 1/2 V150 - ALFA LAVAL UNIQUE SSV 1 1/2 V161 - ALFA LAVAL UNIQUE SSV 1 1/2 V123 - ALFA LAVAL UNIQUE SSV 1 1/2 V125 - ALFA LAVAL UNIQUE SSV 1 1/2	NA
STERILE AIR FILTER - A		DONALDSON	P-GSL N 30/30 Pleated Steam Filter	STERILE AIR FILTER (A) FOR ASEPTIC TANK JORIKI POLICY: - FILTER ELEMENT REPLACEMENT REQUIRED AFTER EVERY 50 SIP CYCLES ON ASEPTIC TANK. - ASEPTIC TANK HMI WILL NOT ALLOW TO START SIP CYCLE UNLESS REPLACED WHEN 50 COUNTS ARE COMPLETED. - NEW FILTER ELEMENT IS REQUIRED TO BE INSTALLED IN FILTER B AND ELEMENT FROM FILTER - B SHOULD REPLACE FILTER ELEMENT - A	NA
STERILE AIR FILTER - B		DONALDSON	P-GS 30/30 Sintered Steam	STERILE AIR FILTER (A) FOR ASEPTIC TANK JORIKI POLICY: - FILTER ELEMENT REPLACEMENT REQUIRED AFTER EVERY 50 SIP CYCLES ON ASEPTIC TANK. - ASEPTIC TANK HMI WILL NOT ALLOW TO START SIP CYCLE UNLESS REPLACED WHEN 50 COUNTS ARE COMPLETED. - NEW FILTER ELEMENT IS REQUIRED TO BE INSTALLED IN FILTER B AND ELEMENT FROM FILTER - B SHOULD REPLACE FILTER ELEMENT - A	NA
STEAM TRAP (ON VALVE CLUSTER), 9 PCS		SPIRAX SARCO	1921-B-AEFAZ, 3/4"	STEAM TRAPS ON VALVE CLUSTER, 9 PCS, BY SPIRAX SARCO	NA
INLINE AIR FILTER - A TANK AIR SUPPLY		KAESER	F83KA	QUARTERLY SERVICE WO 27633, JAN 28, 2023	102143.01700-1240
INLINE AIR FILTER - A TANK AIR SUPPLY		KAESER	F83KE	QUARTERLY SERVICE WO 27633, JAN 28, 2023	102126.0171
CHECK VALVE		CHECK ALL	3S		
FLOW DIVERSION VALVE		SPX	W265		
JCS ULTRASYS PASTEURIZER		JCS PROCESS CONTROLS			
HEAT EXCHANGER - JCS ULTRASYS		AGC HEAT TRANSFER	PRO31H	PLATE HEAT EXCHANGER FOR JCS ULTRASYS	2020239
CULINARY STEAM FILTER - 01		DONALDSON		CULINARY STEAM FILTER -1 FOR STEAM INJECTION ON JCS PASTEURIZER	NA
CULINARY STEAM FILTER - 02		DONALDSON		CULINARY STEAM FILTER - 02 FOR STEAM INJECTION ON JCS PASTEURIZER	NA
HOMOGENIZER		GEA	ARIETE 3055	ARIETE HOMOGENIZER 3055, RAYED FLOW 7980 DM3/H	15940
FLASH CHAMBER		JCS			

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
LEVEL CONTROL VALVE - PBT TK2100		SAMSON + SPX		LEVEL CONTROL VALVE FOR PRODUCT BALANCE TANK - JCS ULTRASYS	
LEAK DETECTION VALVE		SPX	W28500034		
BOOSTER PUMP		FRISTAM			
TIMING PUMP		FRISTAM			
FLASH CHAMBER OUTLET PUMP		FRISTAM			
STEAM INJECTION VALVE - JCS ULTRASYS		HYDRO THERMAL	MODEL - A208	MANUFACTURER - RATING 150 PSI	138993
PRODUCT BALANCE TANK		JCS PROCESS CONTROLS		PRODUCT BALANCE TANK - JCS ULTRASYS	
HOLDING TANK TEMPERATURE TRANSMITTER		ANDERSON NEGELE			
PACKAGING					
TETRA PAK CAPPER M/C		Tetra Pak	CAP30 FLEX		75971/00471
TETRA PAK CARDBOARD PACKER	2021	Tetra Pak	CBP32	FOR GLUE DISPENSING SETUP: NOZZLE: 0.51MM ORIFICE DIA. SINGLE BEAD DISPENSED GLUE LENGTH ON CARDBOARD: 24MM TEMPERATURE SETTINGS: HOTMELT POT: 160°C GLUE SUPPLY HOSE (6 HOSE): 165°C GLUE DISPENSING NOZZLE (6 NOZZLES): 170°C HOT MELT AIR PRESSURE: 65PSI	75978/00514
TETRA PAK FILLER		Tetra Pak	A3 FLEX	MACHINE TYPE - TETRA PAK A3 FLEX DRAWING SPEC - 648575-0600 SERIAL NO - 21234/00173	21234/00173
TETRA PAK HELIX ACCUMULATOR	2014	Tetra Pak	ACHX	PACKS ACCUMULATOR	75683/00360
TETRA PAK LINE CONTROLLER	2021	Tetra Pak		TETRA PAK LINE CONTROLLER 40	75981/00434
PALLET WRAPPER	2021	PHOENIX	PLP 2150	AUTOMATIC PALLET WRAPPER	21056015
LINE 5 UTILITIES					
BUTTERFLY VALVE, 2 PCS	2021	APV		2.0 BUTTERFLY VALVE NC SV1-316L-W-T20-A1-AA0A-3X-TR-E-21-C6	
CIP SKID FOR LS EQUIPMENTS	2021	Shanghai HENGs Machine Co.Ltd.	CL-CIP	CIP SKID FOR CLEANING BATCHING SECTION, SLURRY SECTION TANKS AND ASEPTIC TANK, CAPACITY 650 LT	201145
CIP RETURN PUMP		AMPCO PUMPS	SP225-250TC	PUMP MODEL -SP225-250TC; SINGLE MECH SEAL MOTOR-STERLING ELECTRIC RATED POWER: 15 HP; SPEED: 1760 RPM SUPPLY: 575 V, 3 PHASE, 60HZ, FLA: 14.8A BEARINGS DE/NDE : 6310ZZ/6208ZZ	
MODULATING STEAM SUPPLY VALVE	2020	FORBES MARSHAL		NORMALLY OPEN VALVE, MODULATING, FOR MAIN STEAM INLET	
JUMBO REEL TRUCK	2020	Toyota	SHM080TP	Jumbo Reel Truck	22600/01697
LINE 5 CODERS					
IMAJE S8 C2	2007	IMAJE		S8 C2 BOX CODER	
DOMINO A520i	2021	DOMINO		A520i PRODUCT CODER	
UTILITIES					
COOLING TOWER FOR LINE 3 TUNNEL	2019			COOLING TOWER OUTSIDE NORTH WEST WALL	
Safety Storage Cabinets	Aprx 2020		Various Models	Metal Yellow Cabinets for storing Flammable Substances, paints, oils, ink for coders	
MISC				PRESSURE WASHER X 2	
RO UNIT	2023	EVOQUA WATER TECHNOLOGIES	M84RO24DALE	REVERSE OSMOSIS PLANT	10027574
CARBON BED	2023	SUPERIOR BOILERS	W125	RO CARBON BED M-PM	
HOLDING TANK		APV PUMP	8V2	AMBER INVERT HOLDING TANK 6M-PM	
PD PUMP		WAKASHA	060-01	GLUCOSE PD BULK STORAGE TRANSFER PUMP W-PM	
MANIFOLD HOUSING				SWEETENER MANIFOLD SCREEN HOUSING W-PM	
HOT WATER TANK		BRADFORD WHITE	M265R8DS 1NCWW	GLUCOSE HOT WATER CIRCULATION TANK	MF36395284 DN/458
S-2 PUMP		APV	8V2 575V/3/5HP FRAME184TC	AMBER INVERT PUMP W-PM	100443536
S-4 PUMP		APV	6V2 575/3/7.5HP	SUCROSE BULK TANK PUMP W-PM	99-0991-99
HFCS HOLDING TANK				HFCS 55 BULK HOLDING TANK, 8 000 LT	
HFCS PUMP		APV	2V4	HFCS 55 BULK STORAGE TANK PUMP W-PM	220 V 2HP
HFCS 42 TANK X 2 UNITS				HFCS 42 BULK STORAGE TANK 30 000 LT + 25.000 LT	
HFCS 42 PUMP		APV	8V2	HFCS BULK STORAGE TANK PUMP W-PM	P3628-96

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
GLUCOSE TANK x 2 UNITS	Apprx 2010			BULK STORAGE GLUCOSE TANK, CAPACITY 2 X 20 000 LT	
HOLDING TANK		NA		SUCROSE STORAGE TANK 6M-PM	
WATER SOFTNER		CULLIGAN	HI-FLO 3E	RO UNIT WATER SOFTNER M-PM	11021126
PREFILTERS		FLOW MAX FILTERS	FM4X4-2TC-1/2TCD	R O PREFILTERS M-PM	63278
U V LIGHTS		WYCKOMAR	UV3000QS4E-1	U V LIGHT TREATMENT M-PM	201300060
UVLIGHTS				REPLACEMENT OF ALL UV LAMPS	
PREFILTER-2		FLOW MAX FILTER	FM4X2-2TC-1/2TCD	R O PREFILTER #2 M-PM	63278
PREFILTER#3		FLOW MAX FILTERS	FM4X2-TC-1/2TCD	R O PREFILTER #3 M-PM	63278
PUMP			ALC2-D1180 15KW	HIGH PRESSURE WATER PUMP	A96500382SP10535
RO WATER HOLDING TANK		TRI-CANADA EQUIPT	LS 910	R O WATER BULK HOLDING TANK	
RO WATER PUMP		BENORA	8580/424	RO WATER TRANSFER PUMP	CH160M/2
EXHAUST UNITS			HOME DEPOT	2 EXHAUST HOODS	
SMALL COOLER #			SMALL COOLER #2		
HAND WASH STATION	2020	MERITECH		AUTO HAND WASH STATION OFFICE SIDE	
LINE LUB	2018	GREASE ALL LINES W-PM		CONVEYORS SOAP LUBRICATION SYSTEM FROM DIVERSAY	
AUTO HAND WASH STATION	2020	MERITECH		AUTO HAND WASH STATION NEW	
EXTERIOR FENCEING GATES AND EXIT DOORS	Apprx 2010			EXTERIOR FENCEING GATES AND EXIT DOORS	
U-18.1 CHECK VALVE		WATTS		CHECK VALVE BATCH ROOM HOSE	
U-18.10 CHECK VALVE		WATTS		CHECK VALVE LINE 1 PASTEURIZER WATER INLET VALVE 3	
U-18.11 CHECK VALVE		WATTS		CHECK VALVE LINE 1 PASTEURIZER WATER INLET VALVE 4	
U-18.12 CHECK VALVE		WATTS		CHECK VALVE WATER INLET LINE 4 PASTEURIZER	
U-18.13 CHECK VALVE		WATTS		LINE 4 BATCHING TANK WATER INLET	
U-18.14 PRV LINE 1				LINE 1 STEAM PRESSURE REGULATING VALVE	
U-18.16 PRV LINE #2				LINE 2 PRESSURE REGULATING VALVE	
U-18.17 PRV LINE 2				LINE 2 PRESSURE RELIEF VALVE	
U-18.18 LINE 3 PRV				LINE 3 STEAM PRESSURE REGULATING VALVE	
U-18.19 RELIEF VALVE				LINE 3 PRESSURE RELIEF VALVE	
U-2.1 AIR FILTERS			ATLAS COPCO		IN LINE 1.0 AND .01 MICRON FILTERS
AIR COMPRESSOR 1		ATLAS COPCO	CPC50	50 HP CHICAGO PNEUMATICS SCREW COMPRESSOR, cfm range 200 at 110psi	AP1126461
ATLAS COPCO DRYER	2017	ATLAS COPCO	HRD US 200	213 CFM DRYER	2017MA09379
AIR COMPRESSOR 3	2020	KAESER	D 50	50HP Rotary Screw Compressor, cfm range 230 at 100psi	1004-7380451
AIR DRYER	2021	KAESER		Air Dryer	
U-3.0 WATER SOFTNER	2010	WATER GROUP CORP	TIMI 30-3/4DAX	STEAM BOILERS WATER SOFTNER M-PM	398255
U-4.1MIURA BOILER #2	2023	MIURA	LX-150SG-07-LV	MIURA STEAM BOILER #3, 6,900 Lb/Hr, 7,877,000 Btu/Hr, 170PSI	CA01530681
U-4.2 MIURA BOILER#1	2007	MIURA	LX-150-05-LV	MIURA STEAM BOILER #1, 5,175 Lb/Hr, 6,000,000 Btu/Hr, 170PSI	47S472131
U-4.3 MIURABOILER#3	2021	MIURA	LX-200SG-07-LV	MIURA STEAM BOILER #2, 6900 LB/HR, 7,877,000 Btu/Hr, 170PSI	CA01510498
U-5.0 AIR COMPRESSOR	Apprx 2010	HERTZ	HVD 55	Rotary Screw Compressor, 75HP, 350 cfm at 110psi	HVD00012
U-5.1AIR FILTERS		ATLAS COPCO	1.0 AND .01 MICRON FILTER	INLINE AIR FILTER UNIT #2 6M-PM	
U-6.1 AIR DRYER		CHICAGO PNEUMATICS	CPX530	AIR DRYER	ITJ03654
U-7.1 DRUM COOLER				DRUM COOLER, 45' x 110' Main Cooler Room w/ Fans, Evaporators	
U-9.0 SMALL COOLER#1				SMALL COOLER #1	
WORK SHOP				MAINTENANCE WORK SHOP	
STOCK ROOM	2023			MAINTENANCE STOCK ROOM MEZZANINE	
QC LAB	Apprx 2010			Lab, Product Test Areas	
U-105.01				MAIN WATER SYSTEM	
U-14 0		SERVOCRAFT		BATCH ROOM MAKE-UP AIR Q-PM	
U-15 0 EXHAUST FAN		TWIN CITY FAN COMPANY	TYPE TCTA SIZE 24B4	COOLING TUNNEL EXHAUST FAN Q-PM	10-290138-1-1
CHILLER UNIT	2002	CARRIER	30GTN080	COOLING CAPACITY 82.6 TONS (290.5 kW)	
CHILLER CIRCULATION PUMP - PLANT					

Schedule 2.1(a) - Machinery and Equipment

ITEM	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
CHILLER CIRCULATION PUMP - INTERNAL GLYCOL HOLDING TANK FOR CHILLER		CUSTOM BUILT		GLYCOL TANK CAPACITY 10,000 LT	
SILO OAT		PAUL MUELLER CANADA		SILO FOR OAT, MAX CAPACITY 65000	
SILO AGITATOR		Shanghai HENGSHI Machine Co.Ltd.		AGITATOR FOR SILO	NA
SILO LEVEL TRANSMITTER		ANDERSON NEGELE	SL6089100100000	LEVEL TRANSMITTER INSTALLED ON SILO	
	2021	ALFA LAVAL	LKHPM20	PUMP MODEL - LKHPM20; SINGLE MECH SEAL MOTOR- MANUFACTURER - STERLING ELECTRIC RATED POWER: 10 HP; SPEED: 3500 RPM SUPPLY: 575 V, 3 PHASE, 60HZ, FLA: 9.2A BEARINGS DE/NDE : 6308ZZ/6208ZZ	
SILO TO BATCHING TRANSFER PUMP					
SILO TEMPERATURE TRANSMITTER		ANDERSON NEGELE		TEMPERATURE TRANSMITTER INSTALLED ON SILO	
FORKLIFTS AND LIFTS					
Scissor Lift		Skyjack	SJ3219	Scissor Lift	
Scissor Lift		Skyjack	SJ3226	Scissor Lift	
Electric Forklift		Toyota	7FBEU18	Electric Forklift	27091
Electric Forklift		Toyota	7FBEU18	Electric Forklift	27083
Electric Forklift		Toyota	7FBEU18	Electric Forklift	26260
Electric Forklift		Toyota	7FBEU18	Electric Forklift	22402
Electric Forklift		Toyota	5FBE18	Electric Forklift	38493
Electric Forklift		Toyota	7FBEU18	Electric Forklift	26286
Electric Pallet Jack		Raymond/ Johnston Equipment	8210	Electric Walkie Pallet Jack	821-19-36131
Electric Pallet Jack		Raymond/ Johnston Equipment	8210	Electric Walkie Pallet Jack	821-20-41892
Floor Scrubber		Tennant	T5	Floor Scrubber Machine	T5-10492370
Manual Pallet Jacks		Doverco	Various Models	Manual Pallet Truck	NA
MISCELLANEOUS					
Miscellaneous office equipment infrastructure required for production , including phone system, ethernet and switchgear, security systems, assorted monitors and displays in office, meeting rooms and the plant , including iPads related to "TileBoard" plant software program, maintenance computer used for "COGZ" CMMS system, maintenance equipment used for PLC programming					

Schedule 2.1(e)
List of Customer Proprietary Inventory of the Specified Customers

Schedule 2.1(e) - Customer Proprietary Inventory of the Specified Customers

[illegible]

Schedule 2.2(t)
List of Third Party Owned Assets

Schedule 2.2(t) - Third Party Owned Assets

List of Excluded Assets at Joriki Toronto Facility						Status
Company	Items	Qty	Needed for full Plant Restart	Serial#	Model#	
	Box Coder (1) (Line 5)	1	Yes	E80742A3G112079	CX Series	3 yr rental
	Box Coder (2) (Line 1)	1	Yes	E80742M2G112049	CX Series	3 yr rental
	Bottle Coder (1) (Line 1)	1	Yes	AX0000046685	Ax350i	3 yr rental
	Bottle Coder (2) (Line 1)	1	Yes	AX0000046686	Ax350i	3 yr rental
	HP Printer	1	Yes	HP M578F	HP Color	Lease
	HP Printer	1	Yes	HP M578	HP Color	Lease
	HP Printer	1	Yes	HP M635H	HP Mono	Lease
	Ystral Pump	1	Yes	-	-	On site
	30 YD Cardboard Compactor	1	Yes	South Corner - Plant	-	Monthly Rental
	30 YD Plastic Compactor	1	Yes	South Corner - Plant	-	Monthly Rental
	8 YD Waste Bin	1	Yes	South Corner - Plant	-	Monthly Rental
	Water Stations	2	Yes	-	-	Monthly Rental
	Coffee Machine	2	Yes	-	-	No Fee Rental
	Lockers and Uniforms - Office (4x8)	4	Yes	Office Area	-	No Fee Rental
	Disposal Bin - Office	1	Yes	Office Area	-	No Fee Rental
	Lockers and Uniforms - Maintenance (2x8)	2	Yes	By Employees Lunch Room	-	No Fee Rental
	Disposal Bin - Maintenance	1	Yes	By Employees Lunch Room	-	No Fee Rental
	Main Electrical Transformers	2	Yes	Electrical Room	-	Building Service
	HVAC and Air Make Up unit	2	Yes	Roof	-	Building Service

Schedule 2.2(u)
List of Customer Proprietary Inventory
(other than Customer Proprietary Inventory of the Specified Customers)

Schedule 2.2(u) - Customer Proprietary Inventory

[illegible]

Schedule 2.4(d)
Excluded Liabilities (Debt)

1. Various secured revolving credit facilities, a secured non-revolving term loan facility, and a non-revolving term loan facility, made available to the Seller pursuant to a fourth amended and restated credit agreement dated as of September 23, 2024, between the Seller, as borrower, the Bank of Nova Scotia, as administrative agent, and the Bank of Nova Scotia and the Toronto-Dominion Bank, as lenders (as amended).
2. A non revolving term loan facility made available to the Seller pursuant to an amended and restated credit agreement dated March 11, 2024 between the Seller, as borrower, and Roynat Capital Inc., as administrative agent and lender (as amended).
3. A \$40 million intercompany loan from Joriki TopCo to the Seller as reflected in a promissory grid note issued by the Seller to Joriki TopCo Inc. dated January 19, 2024.
4. A receivables purchase agreement with JPMorgan Chase, N.A., as agent for certain investors dated September November 2, 2015.

Exhibit A
Approval and Vesting Order

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 26 TH
)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2025

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.**

(the “Applicants”)

**APPROVAL AND VESTING ORDER
(Toronto Facility Transaction)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), for an order approving the sale transaction (the “**Toronto Facility Transaction**”) contemplated by an asset purchase agreement between Joriki Inc. (“**Joriki**”), as seller (the “**Seller**”), and Top Shelf Food and Beverage Corp, as buyer (the “**Buyer**”), dated February 20, 2025 (the “**Toronto Facility Purchase Agreement**”) and vesting in the Buyer the Seller’s right, title, and interest in and to the Purchased Assets (as defined in the Toronto Facility Purchase Agreement) was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Michael G. Devon, sworn February ●, 2025, and the Exhibits thereto, the First Report of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor of the Applicants (the “**Monitor**”) dated February ●, 2025, and such further materials as counsel may advise, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, counsel to The Bank of Nova Scotia, in its capacity as administrative agent

for the senior Lenders of the Applicant, and counsel to the other parties listed on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavit of service of ● sworn February ●, 2025, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record 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 herein that are otherwise not defined shall have the meaning ascribed to them in the Toronto Facility Purchase Agreement.

APPROVAL OF THE TORONTO FACILITY TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Toronto Facility Transaction is hereby approved and the execution of the Toronto Facility Purchase Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Seller and the Buyer, with the consent of the Monitor, may deem necessary. The Seller 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 Toronto Facility Transaction and for the conveyance of the Purchased Assets to the Buyer.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Seller to proceed with the Toronto Facility Transaction and that no shareholder or other approvals shall be required in connection therewith.

VESTING OF THE PURCHASED ASSETS

6. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Buyer substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Seller's right, title and interest in and to the Purchased Assets shall vest absolutely in the Buyer, 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**”) including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of this Court made in the within proceedings dated January 28, 2025, or any other order made in these CCAA proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”). 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.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the 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.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof.

9. **THIS COURT ORDERS AND DIRECTS** that the Monitor may rely on written notice from the Seller and Buyer regarding the fulfilment of conditions to closing under the Toronto Facility Purchase Agreement and shall have no liability with respect to the delivery or filing of the Monitor’s Certificate.

ASSIGNMENT OF AGREEMENT

10. **THIS COURT ORDERS** that upon delivery of the Monitor’s Certificate, all of the rights and obligations of the Seller under and to the Toronto Facility Lease, being a lease between the Seller and Joriki Holdings Inc., dated October 1, 2019 (including any associated or related agreements, schedules, appendices, amendments, supplements, restatements or other

modifications) (the “**Transferred Contract**”) shall be assigned, conveyed, transferred and assumed by the Buyer pursuant to section 11.3 of the CCAA.

11. **THIS COURT ORDERS** that the assignment of the Transferred Contract is hereby valid and binding upon the counterparty to the Transferred Contract notwithstanding any restriction, condition, or prohibition contained in any such Transferred Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

12. **THIS COURT ORDERS** that the assignment and transfer of the Transferred Contract shall be subject to the provisions of this Approval and Vesting Order directing that the Seller’s rights, title and interests in the Purchased Assets shall vest absolutely in the Buyer free and clear of all Encumbrances in accordance with the provisions of this Approval and Vesting Order.

13. **THIS COURT ORDERS** that the counterparty to the Transferred Contract is prohibited from exercising any right or remedy under the Transferred Contract by reason of any defaults thereunder arising from the assignment of the Transferred Contract, any change of control in connection with the completion of the transactions contemplated by the Toronto Facility Purchase Agreement, the insolvency of the Seller, the commencement of these CCAA proceedings, or any failure of the Seller to perform a non-monetary obligation under the Transferred Contract prior to the Closing Time.

14. **THIS COURT ORDERS** that the Transferred Contract may not be assigned hereunder unless all amounts owing in respect of monetary defaults under the Transferred Contract, other than those arising by reason only of the Seller’s insolvency, the commencement of these CCAA proceedings, or the Seller’s failure to perform a non-monetary obligation, are paid on or by the Closing Date, or such later date as may be agreed to by the counterparty under the Transferred Contract on prior written notice to the Monitor.

15. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Buyer to assume the Transferred Contract and to perform its obligations in respect of the Transferred Contract pursuant to the Toronto Facility Purchase Agreement.

16. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Seller in the assignment and transfer of the Transferred Contract.

PIPEDA

17. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor and the Applicants are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Applicants' records pertaining to the Applicants' past and current employees. The Buyer 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 Applicants.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy or receivership order now or hereinafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or other applicable legislation, in respect of any of the Applicants or their property, and any bankruptcy or receivership order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Applicants,

the entering into of the Toronto Facility Purchase Agreement and the vesting of the Purchased Assets in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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

19. **THIS COURT ORDERS AND DECLARES** that the Applicants or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

20. **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 Applicants, the Monitor and their respective 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

21. **THIS COURTS ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without any need for filing or entry.

Schedule “A” – Form of Monitor’s Certificate

Court File No.: CV-25-00735458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST****IN THE MATTER OF THE *COMPANIES’ CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED****AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.**(the “**Applicants**”)**MONITOR’S CERTIFICATE****RECITALS**

A. Pursuant to an Initial Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated January 28, 2025 (as may be amended and restated from time to time, the “**Initial Order**”), Alvarez & Marsal Canada Inc. was appointed as monitor of the Applicants (in such capacity, the “**Monitor**”) in proceedings commenced by the Applicants under the *Companies’ Creditors Arrangement Act*.

B. Pursuant to the Approval and Vesting Order of the Court dated February 26, 2025 (the “**Approval and Vesting Order**”), the Court approved the sale transaction (the “**Toronto Facility Transaction**”) contemplated by an asset purchase agreement between Joriki Inc. (“**Joriki**”), as seller (the “**Seller**”), and Top Shelf Food and Beverage Corp, as buyer (the “**Buyer**”), dated February 20, 2025 (the “**Toronto Facility Purchase Agreement**”), and provided for the vesting in the Buyer of all of the Seller’s right, title and interest in and to all of the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer of this Monitor’s Certificate.

C. Unless otherwise indicated or defined herein, capitalized terms used in this Monitor’s Certificate shall have the meanings given to them in the Approval and Vesting Order and/or the Toronto Facility Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Buyer has satisfied the Purchase Price for the Purchased Assets in accordance with the Toronto Facility Purchase Agreement; and
2. The conditions to Closing set forth in the Toronto Facility Purchase Agreement have been satisfied or waived by the Seller and the Buyer, as applicable.

This Certificate was delivered by the Monitor on _____ [DATE].

**ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Monitor of the
Applicants and not in its personal capacity**

Per: _____

Name:

Title:

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

Court File No. CV-25-00735458-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JORIKI TOPCO INC. AND JORIKI INC.**

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER
(Toronto Facility Transaction)**

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Lawyers for the Applicants

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

Court File No. CV-25-00735458-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JORIKI TOPCO INC. AND JORIKI INC.**

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

AFFIDAVIT OF MICHAEL G. DEVON
(Sworn February 21, 2025)

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Lawyers for the Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 26 TH
)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2025

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.**

(the “Applicants”)

**APPROVAL AND VESTING ORDER
(Delta Facility Transaction)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), for an order approving the sale transaction (the “**Delta Facility Transaction**”) contemplated by an asset purchase agreement between Joriki Inc. (“**Joriki**”), as seller (the “**Seller**”), and Happy Planet Foods Inc., as buyer (the “**Buyer**”), dated January 31, 2025 (the “**Delta Facility Purchase Agreement**”) and vesting in the Buyer the Seller’s right, title, and interest in and to the Purchased Assets (as defined in the Delta Facility Purchase Agreement) was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Michael G. Devon, sworn February 21, 2025, and the Exhibits thereto, the First Report of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor of the Applicants (the “**Monitor**”) dated February 1, 2025, and such further materials as counsel may advise, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, counsel to The Bank of Nova Scotia, in its capacity as administrative agent for the senior Lenders of the Applicant, and counsel to the other parties listed on the counsel slip,

no one else appearing for any other party although duly served as appears from the lawyer's certificate of service of Erik Axell dated February 1, 2025, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record 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 herein that are otherwise not defined shall have the meaning ascribed to them in the Delta Facility Purchase Agreement.

APPROVAL OF THE DELTA FACILITY TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Delta Facility Transaction is hereby approved and the execution of the Delta Facility Purchase Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Seller and the Buyer, with the consent of the Monitor, may deem necessary. The Seller 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 Delta Facility Transaction and for the conveyance of the Purchased Assets to the Buyer.
4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Seller to proceed with the Delta Facility Transaction and that no shareholder or other approvals shall be required in connection therewith.

VESTING OF THE PURCHASED ASSETS

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Buyer substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Seller's right, title and interest in and to the Purchased Assets shall vest absolutely in the Buyer, 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**”) including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of this Court made in the within proceedings dated January 28, 2025, or any other order made in these CCAA proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and (iii) any Claims or encumbrances relating to or arising from any British Columbia Provincial Sales Tax obligations owing by the Seller to His Majesty the Crown in Right of the Province of British Columbia (all of which are collectively referred to as the “**Encumbrances**”). 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 for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the 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.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof.

8. **THIS COURT ORDERS AND DIRECTS** that the Monitor may rely on written notice from the Seller and Buyer regarding the fulfilment of conditions to closing under the Delta Facility Purchase Agreement and shall have no liability with respect to the delivery or filing of the Monitor’s Certificate.

ASSIGNMENT OF AGREEMENTS

9. **THIS COURT ORDERS** that upon delivery of the Monitor’s Certificate, all of the rights and obligations of the Seller under and to the Transferred Contract (as defined in the Delta Facility Purchase Agreement) listed in Schedule “B” hereto (including any associated or related

agreements, schedules, appendices, amendments, supplements, restatements or other modifications) shall be assigned, conveyed, transferred and assumed by the Buyer pursuant to section 11.3 of the CCAA.

10. **THIS COURT ORDERS** that the assignment of the Transferred Contract is hereby valid and binding upon the counterparty to the Transferred Contract notwithstanding any restriction, condition, or prohibition contained in any such Transferred Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

11. **THIS COURT ORDERS** that the assignment and transfer of the Transferred Contract shall be subject to the provisions of this Approval and Vesting Order directing that the Seller's rights, title and interests in the Purchased Assets shall vest absolutely in the Buyer free and clear of all Encumbrances in accordance with the provisions of this Approval and Vesting Order.

12. **THIS COURT ORDERS** that the counterparty to the Transferred Contract is prohibited from exercising any right or remedy under the Transferred Contract by reason of any defaults thereunder arising from the assignment of the Transferred Contract, any change of control in connection with the completion of the transactions contemplated by the Delta Facility Purchase Agreement, the insolvency of the Seller, the commencement of these CCAA proceedings, or any failure of the Seller to perform a non-monetary obligation under the Transferred Contract prior to the Closing Time.

13. **THIS COURT ORDERS** that the Transferred Contract may not be assigned hereunder unless all amounts owing in respect of monetary defaults under the Transferred Contract, other than those arising by reason only of the Seller's insolvency, the commencement of these CCAA proceedings, or the Seller's failure to perform a non-monetary obligation, are paid on or by the Closing Date, or such later date as may be agreed to by the Buyer and the counterparty under the Transferred Contract on prior written notice to the Monitor.

14. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Buyer to assume the Transferred Contract and to perform its obligations in respect of the Transferred Contract pursuant to the Delta Facility Purchase Agreement.

15. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Seller in the assignment and transfer of the Transferred Contract.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and clause 18(1)(i) of the *Personal Information Protection Act* (British Columbia), the Monitor and the Applicants are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Applicants' records pertaining to the Applicants' past and current employees. The Buyer 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 Applicants.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy or receivership order now or hereinafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or other applicable legislation, in respect of any of the Applicants or their property, and any bankruptcy or receivership order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Applicants,

the entering into of the Delta Facility Purchase Agreement and the vesting of the Purchased Assets in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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

18. **THIS COURT ORDERS AND DECLARES** that the Applicants or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

19. **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 Applicants, the Monitor and their respective 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

20. **THIS COURTS ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without any need for filing or entry.

Schedule “A” – Form of Monitor’s Certificate

Court File No.: CV-25-00735458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE *COMPANIES’ CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.**

(the “**Applicants**”)

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Initial Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated January 28, 2025 (as may be amended and restated from time to time, the “**Initial Order**”), Alvarez & Marsal Canada Inc. was appointed as monitor of the Applicants (in such capacity, the “**Monitor**”) in proceedings commenced by the Applicants under the *Companies’ Creditors Arrangement Act*.

B. Pursuant to the Approval and Vesting Order of the Court dated February ●, 2025 (the “**Approval and Vesting Order**”), the Court approved the sale transaction (the “**Delta Facility Transaction**”) contemplated by an asset purchase agreement between Joriki Inc. (“**Joriki**”), as seller (the “**Seller**”), and Happy Planet Foods Inc., as buyer (the “**Buyer**”), dated January ●, 2025 (the “**Delta Facility Purchase Agreement**”), and provided for the vesting in the Buyer of all of the Seller’s right, title and interest in and to all of the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer of this Monitor’s Certificate.

C. Unless otherwise indicated or defined herein, capitalized terms used in this Monitor’s Certificate shall have the meanings given to them in the Approval and Vesting Order and/or the Delta Facility Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Buyer has satisfied the Purchase Price for the Purchased Assets in accordance with the Delta Facility Purchase Agreement; and
2. The conditions to Closing set forth in the Delta Facility Purchase Agreement have been satisfied or waived by the Seller and the Buyer, as applicable.

This Certificate was delivered by the Monitor on _____ [DATE].

**ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Monitor of the
Applicants and not in its personal capacity**

Per: _____

Name:

Title:

Schedule “B” – List of Transferred Contracts

1. The Delta Facility Lease, being a lease between the Seller and Joriki Holdings Inc. dated October 1, 2019 in respect of the Delta Facility.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-25-00735458-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JORIKI TOPCO INC. AND JORIKI INC.

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER
(Delta Facility Transaction)**

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Lawyers for the Applicants

Revised: January 21, 2014

Court File No. — CV-25-00735458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE —) ~~WEEKDAY~~ WEDNESDAY, THE # 26TH
 JUSTICE — OSBORNE) DAY OF ~~MONTH~~ FEBRUARY, ~~20YR~~ 2025

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.

(the “Applicants”)

~~BETWEEN:~~

PLAINTIFF

~~Plaintiff~~

—and—

DEFENDANT

~~Defendant~~

**APPROVAL AND VESTING ORDER
(Delta Facility Transaction)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), for an order approving the sale transaction (the “Delta Facility Transaction”) contemplated by an asset purchase agreement between Joriki Inc. (“Joriki”), as seller (the “Seller”), and Happy Planet Foods Inc., as buyer (the “Buyer”), dated January 31, 2025 (the “Delta Facility Purchase Agreement”) and

vesting in the Buyer the Seller's right, title, and interest in and to the Purchased Assets (as defined in the Delta Facility Purchase Agreement) was heard this day by judicial videoconference via Zoom.

~~THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.~~

ON READING the ~~Report~~ Affidavit of Michael G. Devon, sworn February 21, 2025, and the Exhibits thereto, the First Report of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor of the Applicants (the "Monitor") dated February ●, 2025, and such further materials as counsel may advise, and on hearing the submissions of counsel ~~for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one~~ to the Applicants, counsel to the Monitor, counsel to The Bank of Nova Scotia, in its capacity as administrative agent for the senior Lenders of the Applicant, and counsel to the other parties listed on the counsel slip, no one else appearing for any other ~~person on the service list,~~ party although ~~properly~~ duly served as appears from the ~~affidavit of [NAME] sworn [DATE]~~ lawyer's certificate of service of Erik Axell dated February ●, 2025, filed[†]:

SERVICE AND DEFINITIONS

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

[†] ~~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. THIS COURT ORDERS that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the Delta Facility Purchase Agreement.

APPROVAL OF THE DELTA FACILITY TRANSACTION

3. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Delta Facility Transaction is hereby approved;² and the execution of the ~~Sale~~Delta Facility Purchase Agreement by the ~~Receiver~~³Seller is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Seller and the Buyer, with the consent of the Monitor, may deem necessary. The ~~Receiver~~Seller 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 Delta Facility Transaction and for the conveyance of the Purchased Assets to the ~~Purchaser~~Buyer.

4. THIS COURT ORDERS AND DECLARES that this Order shall constitute the only authorization required by the Seller to proceed with the Delta Facility Transaction and that no shareholder or other approvals shall be required in connection therewith.

VESTING OF THE PURCHASED ASSETS

5. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver's~~Monitor's certificate to the ~~Purchaser~~Buyer substantially in the form attached as Schedule "A" hereto (the ~~"Receiver's"~~"Monitor's Certificate"), all of the ~~Debtor's~~Seller'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 ~~Purchaser~~Buyer, 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,

²In 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.

³In 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.

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.

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) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of ~~the Honourable Justice [NAME] dated [DATE]~~this Court made in the within proceedings dated January 28, 2025, or any other order made in these CCAA proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and (iii) ~~those Claims listed on Schedule C hereto~~any Claims or encumbrances relating to or arising from any British Columbia Provincial Sales Tax obligations owing by the Seller to His Majesty the Crown in Right of the Province of British Columbia (all of which are collectively referred to as the "Encumbrances", ~~which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for~~"). 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.

~~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 subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

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.

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

6. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver's~~Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the 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.

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

8. **THIS COURT ORDERS AND DIRECTS** that the Monitor may rely on written notice from the Seller and Buyer regarding the fulfilment of conditions to closing under the Delta Facility Purchase Agreement and shall have no liability with respect to the delivery or filing of the Monitor's Certificate.

ASSIGNMENT OF AGREEMENTS

9. **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate, all of the rights and obligations of the Seller under and to the Transferred Contract (as defined in the Delta Facility Purchase Agreement) listed in Schedule "B" hereto (including any associated or related agreements, schedules, appendices, amendments, supplements, restatements or other modifications) shall be assigned, conveyed, transferred and assumed by the Buyer pursuant to section 11.3 of the CCAA.

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

⁸ ~~This 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. **THIS COURT ORDERS** that the assignment of the Transferred Contract is hereby valid and binding upon the counterparty to the Transferred Contract notwithstanding any restriction, condition, or prohibition contained in any such Transferred Contract relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

11. **THIS COURT ORDERS** that the assignment and transfer of the Transferred Contract shall be subject to the provisions of this Approval and Vesting Order directing that the Seller's rights, title and interests in the Purchased Assets shall vest absolutely in the Buyer free and clear of all Encumbrances in accordance with the provisions of this Approval and Vesting Order.

12. **THIS COURT ORDERS** that the counterparty to the Transferred Contract is prohibited from exercising any right or remedy under the Transferred Contract by reason of any defaults thereunder arising from the assignment of the Transferred Contract, any change of control in connection with the completion of the transactions contemplated by the Delta Facility Purchase Agreement, the insolvency of the Seller, the commencement of these CCAA proceedings, or any failure of the Seller to perform a non-monetary obligation under the Transferred Contract prior to the Closing Time.

13. **THIS COURT ORDERS** that the Transferred Contract may not be assigned hereunder unless all amounts owing in respect of monetary defaults under the Transferred Contract, other than those arising by reason only of the Seller's insolvency, the commencement of these CCAA proceedings, or the Seller's failure to perform a non-monetary obligation, are paid on or by the Closing Date, or such later date as may be agreed to by the Buyer and the counterparty under the Transferred Contract on prior written notice to the Monitor.

14. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Buyer to assume the Transferred Contract and to perform its obligations in respect of the Transferred Contract pursuant to the Delta Facility Purchase Agreement.

15. THIS COURT ORDERS that the Monitor is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Seller in the assignment and transfer of the Transferred Contract.

PIPEDA

16. ~~6.~~ THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, ~~the Receiver is~~ and clause 18(1)(i) of the *Personal Information Protection Act (British Columbia)*, the Monitor and the Applicants are authorized and permitted to disclose and transfer to the ~~Purchaser~~Buyer all human resources and payroll information in the ~~Company's~~Applicants' records pertaining to the ~~Debtor's~~Applicants' past and current employees, ~~including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser.~~ The Buyer 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~~Applicants.

17. ~~7.~~ THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy or receivership order now or ~~hereafter~~hereinafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or other applicable legislation, in respect of ~~the Debtor~~any of the Applicants or their property, and any bankruptcy or receivership order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the ~~Debtor~~Applicants,

the entering into of the Delta Facility Purchase Agreement and the vesting of the Purchased Assets in the ~~Purchaser~~Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the ~~Debtor~~Applicants and shall not be void or voidable by creditors of any of the ~~Debtor~~Applicants, 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)~~BIA 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

18. ~~8.~~ **THIS COURT ORDERS AND DECLARES** that the ~~Transaction is exempt from the application of the Bulk Sales Act (Ontario)~~Applicants or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

19. ~~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~~Applicants, the Monitor and their respective 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~~Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding or to assist the ~~Receiver and its~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

20. **THIS COURTS ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without any need for filing or entry.

Schedule "A" – Form of ~~Receiver's~~ Monitor's CertificateCourt File No. _____: CV-25-00735458-00CLONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LISTIN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDEDAND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.(the "Applicants")~~BETWEEN:~~~~PLAINTIFF~~

Plaintiff

~~—and—~~~~DEFENDANT~~

Defendant

~~RECEIVER'S~~ MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Initial Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ was appointed as the receiver (the "Receiver") of the ~~undertaking, property and assets of [DEBTOR]~~ (the "Debtor"). January 28, 2025 (as may be amended and restated from time to time, the "Initial Order"), Alvarez & Marsal Canada Inc. was appointed as monitor of the Applicants (in such capacity, the "Monitor") in proceedings commenced by the Applicants under the Companies' Creditors Arrangement Act.

B. Pursuant to ~~an~~ the Approval and Vesting Order of the Court dated ~~[DATE]~~ February 9, 2025 (the "Approval and Vesting Order"), the Court approved the ~~agreement of purchase and~~

~~sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser")~~ sale transaction (the "Delta Facility Transaction") contemplated by an asset purchase agreement between Joriki Inc. ("Joriki"), as seller (the "Seller"), and Happy Planet Foods Inc., as buyer (the "Buyer"), dated January 9, 2025 (the "Delta Facility Purchase Agreement"), and provided for the vesting in the ~~Purchaser~~ Buyer of all of the ~~Debtor's~~ Seller's right, title and interest in and to all of the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 9 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.~~ Monitor to the Buyer of this Monitor's Certificate.

C. Unless otherwise indicated or defined herein, ~~terms with initial capitals~~ capitalized terms used in this Monitor's Certificate shall have the meanings ~~set out in the Sale~~ given to them in the Approval and Vesting Order and/or the Delta Facility Purchase Agreement.

THE ~~RECEIVER~~ MONITOR CERTIFIES the following:

1. The ~~Purchaser has paid and the Receiver has received~~ Buyer has satisfied the Purchase Price for the Purchased Assets ~~payable on the Closing Date pursuant to the Sale~~ in accordance with the Delta Facility Purchase Agreement; and
2. The conditions to Closing ~~as set out in section 9 of the Sale~~ forth in the Delta Facility Purchase Agreement have been satisfied or waived by the ~~Receiver~~ Seller and the ~~Purchaser; and Buyer, as applicable.~~
3. ~~The Transaction has been completed to the satisfaction of the Receiver.~~
4. This Certificate was delivered by the ~~Receiver at~~ _____ [TIME] on _____ Monitor on _____ [DATE].

~~[NAME OF RECEIVER]~~, ALVAREZ & MARSAL CANADA INC., solely in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~, Monitor of the Applicants and not in its personal capacity

Per: _____

Name:

Title:

~~Title:~~

Schedule **"B"** – ~~Purchased Assets~~ **List of Transferred Contracts**

1. The Delta Facility Lease, being a lease between the Seller and Joriki Holdings Inc. dated October 1, 2019 in respect of the Delta Facility.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

Court F

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JORIKI TOPCO INC. AND JORIKI INC.

Applicants

	<u>ON</u> <u>SUPERIOR CO</u> <u>(COMME</u> <u>Proceeding con</u>
	<u>APPROVAL AN</u> <u>(Delta Faci</u>
	<u>GOODMANS LLP</u> <u>Barristers & Solicitors</u> <u>333 Bay Street, Suite 34</u> <u>Toronto, Canada M5H</u> <u>Robert J. Chadwick L</u> <u>rchadwick@goodmans.</u> <u>Christopher Armstrong</u> <u>carmstrong@goodmans</u> <u>Erik Axell LSO# 8534</u> <u>eaxell@goodmans.ca</u> <u>Tel: (416) 979-2211</u> <u>Fax: (416) 979-1234</u> <u>Lawyers for the Applica</u>

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)~~

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 26 TH
)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2025

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.**

(the “Applicants”)

**APPROVAL AND VESTING ORDER
(Toronto Facility Transaction)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), for an order approving the sale transaction (the “**Toronto Facility Transaction**”) contemplated by an asset purchase agreement between Joriki Inc. (“**Joriki**”), as seller (the “**Seller**”), and Top Shelf Food and Beverage Corp, as buyer (the “**Buyer**”), dated February 20, 2025 (the “**Toronto Facility Purchase Agreement**”) and vesting in the Buyer the Seller’s right, title, and interest in and to the Purchased Assets (as defined in the Toronto Facility Purchase Agreement) was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Michael G. Devon, sworn February 21, 2025, and the Exhibits thereto, the First Report of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor of the Applicants (the “**Monitor**”) dated February 1, 2025, and such further materials as counsel may advise, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, counsel to The Bank of Nova Scotia, in its capacity as administrative agent

for the senior Lenders of the Applicant, and counsel to the other parties listed on the counsel slip, no one else appearing for any other party although duly served as appears from the lawyer's certificate of service of Erik Axell dated February 1, 2025, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record 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 herein that are otherwise not defined shall have the meaning ascribed to them in the Toronto Facility Purchase Agreement.

APPROVAL OF THE TORONTO FACILITY TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Toronto Facility Transaction is hereby approved and the execution of the Toronto Facility Purchase Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Seller and the Buyer, with the consent of the Monitor, may deem necessary. The Seller 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 Toronto Facility Transaction and for the conveyance of the Purchased Assets to the Buyer.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Seller to proceed with the Toronto Facility Transaction and that no shareholder or other approvals shall be required in connection therewith.

VESTING OF THE PURCHASED ASSETS

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Buyer substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Seller's right, title and interest in and to the Purchased Assets shall vest absolutely in the Buyer, 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**”) including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of this Court made in the within proceedings dated January 28, 2025, or any other order made in these CCAA proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”). 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 for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the 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.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof.

8. **THIS COURT ORDERS AND DIRECTS** that the Monitor may rely on written notice from the Seller and Buyer regarding the fulfilment of conditions to closing under the Toronto Facility Purchase Agreement and shall have no liability with respect to the delivery or filing of the Monitor’s Certificate.

PIPEDA

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor and the Applicants are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Applicants’ records pertaining to the Applicants’ past and current employees.

The Buyer 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 Applicants.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy or receivership order now or hereinafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) or other applicable legislation, in respect of any of the Applicants or their property, and any bankruptcy or receivership order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Applicants,

the entering into of the Toronto Facility Purchase Agreement and the vesting of the Purchased Assets in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA 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 ORDERS AND DECLARES** that the Applicants or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

12. **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 Applicants, the Monitor and their respective 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant

representative status to the Monitor in any foreign proceeding or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

13. **THIS COURTS ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without any need for filing or entry.

Schedule “A” – Form of Monitor’s Certificate

Court File No.: CV-25-00735458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST****IN THE MATTER OF THE *COMPANIES’ CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED****AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.**(the “**Applicants**”)**MONITOR’S CERTIFICATE****RECITALS**

A. Pursuant to an Initial Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated January 28, 2025 (as may be amended and restated from time to time, the “**Initial Order**”), Alvarez & Marsal Canada Inc. was appointed as monitor of the Applicants (in such capacity, the “**Monitor**”) in proceedings commenced by the Applicants under the *Companies’ Creditors Arrangement Act*.

B. Pursuant to the Approval and Vesting Order of the Court dated February 26, 2025 (the “**Approval and Vesting Order**”), the Court approved the sale transaction (the “**Toronto Facility Transaction**”) contemplated by an asset purchase agreement between Joriki Inc. (“**Joriki**”), as seller (the “**Seller**”), and Top Shelf Food and Beverage Corp, as buyer (the “**Buyer**”), dated February 20, 2025 (the “**Toronto Facility Purchase Agreement**”), and provided for the vesting in the Buyer of all of the Seller’s right, title and interest in and to all of the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer of this Monitor’s Certificate.

C. Unless otherwise indicated or defined herein, capitalized terms used in this Monitor’s Certificate shall have the meanings given to them in the Approval and Vesting Order and/or the Toronto Facility Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Buyer has satisfied the Purchase Price for the Purchased Assets in accordance with the Toronto Facility Purchase Agreement; and
2. The conditions to Closing set forth in the Toronto Facility Purchase Agreement have been satisfied or waived by the Seller and the Buyer, as applicable.

This Certificate was delivered by the Monitor on _____ [DATE].

**ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Monitor of the
Applicants and not in its personal capacity**

Per: _____

Name:

Title:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-25-00735458-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JORIKI TOPCO INC. AND JORIKI INC.

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER
(Toronto Facility Transaction)

GOODMANS LLP

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Fax: (416) 979-1234

Lawyers for the Applicants

Revised: January 21, 2014

Court File No. — CV-25-00735458-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE —) ~~WEEKDAY~~ WEDNESDAY, THE #26TH
 JUSTICE — OSBORNE) DAY OF ~~MONTH~~ FEBRUARY, ~~20YR~~ 2025

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.

(the “Applicants”)

~~BETWEEN:~~

~~PLAINTIFF~~

~~Plaintiff~~

~~—and—~~

~~DEFENDANT~~

~~Defendant~~

**APPROVAL AND VESTING ORDER
(Toronto Facility Transaction)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), for an order approving the sale transaction (the “Toronto Facility Transaction”) contemplated by an asset purchase agreement between Joriki Inc. (“Joriki”), as seller (the “Seller”), and Top Shelf Food and Beverage Corp, as buyer (the “Buyer”), dated February 20, 2025 (the “Toronto Facility”

Purchase Agreement”) and vesting in the Buyer the Seller’s right, title, and interest in and to the Purchased Assets (as defined in the Toronto Facility Purchase Agreement) was heard this day by judicial videoconference via Zoom.

~~THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.~~

ON READING the ~~Report~~Affidavit of Michael G. Devon, sworn February 21, 2025, and the Exhibits thereto, the First Report of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor of the Applicants (the “**Monitor**”) dated February ●, 2025, and such further materials as counsel may advise, and on hearing the submissions of counsel ~~for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one~~to the Applicants, counsel to the Monitor, counsel to The Bank of Nova Scotia, in its capacity as administrative agent for the senior Lenders of the Applicant, and counsel to the other parties listed on the counsel slip, no one else appearing for any other ~~person on the service list,~~party although ~~properly~~duly served as appears from the ~~affidavit of [NAME] sworn [DATE]~~lawyer’s certificate of service of Erik Axell dated February ●, 2025, filed[†]:

SERVICE AND DEFINITIONS

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

[†] ~~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. THIS COURT ORDERS that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the Toronto Facility Purchase Agreement.

APPROVAL OF THE TORONTO FACILITY TRANSACTION

3. ~~1.~~ **THIS COURT ORDERS AND DECLARES** that the Toronto Facility Transaction is hereby approved;² and the execution of the ~~Sale~~Toronto Facility Purchase Agreement by the ~~Receiver~~³Seller is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Seller and the Buyer, with the consent of the Monitor, may deem necessary. The ~~Receiver~~Seller 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 Toronto Facility Transaction and for the conveyance of the Purchased Assets to the ~~Purchaser~~Buyer.

4. THIS COURT ORDERS AND DECLARES that this Order shall constitute the only authorization required by the Seller to proceed with the Toronto Facility Transaction and that no shareholder or other approvals shall be required in connection therewith.

VESTING OF THE PURCHASED ASSETS

5. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver's~~Monitor's certificate to the ~~Purchaser~~Buyer substantially in the form attached as Schedule "A" hereto (the ~~"Receiver's"~~"Monitor's Certificate"), all of the ~~Debtor's~~Seller'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 ~~Purchaser~~Buyer, 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,

²In 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.

³In 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.

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.

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) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of ~~the Honourable Justice [NAME] dated [DATE];~~this Court made in the within proceedings dated January 28, 2025, or any other order made in these CCAA proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia) or any other personal property registry system; ~~and (iii) 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, 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.

~~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 subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and ~~is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

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.

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

6. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver's~~Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the 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.

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

8. **THIS COURT ORDERS AND DIRECTS** that the Monitor may rely on written notice from the Seller and Buyer regarding the fulfilment of conditions to closing under the Toronto Facility Purchase Agreement and shall have no liability with respect to the delivery or filing of the Monitor's Certificate.

PIPEDA

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

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

⁸ ~~This 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.~~

information provided to it in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Applicants.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy or receivership order now or ~~hereafter~~hereinafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”) or other applicable legislation, in respect of ~~the Debtor~~any of the Applicants or their property, and any bankruptcy or receivership order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the ~~Debtor~~Applicants,

the entering into of the Toronto Facility Purchase Agreement and the vesting of the Purchased Assets in the ~~Purchaser~~Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the ~~Debtor~~Applicants and shall not be void or voidable by creditors of any of the ~~Debtor~~Applicants, 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)*~~BIA 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. ~~8.~~ **THIS COURT ORDERS AND DECLARES** that the ~~Transaction is exempt from the application of the *Bulk Sales Act (Ontario)*~~Applicants or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

12. ~~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~~Applicants, the Monitor and their respective 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~~Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding or to assist the ~~Receiver and its~~Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

13. THIS COURTS ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without any need for filing or entry.

Schedule "A" – Form of ~~Receiver's~~ Monitor's CertificateCourt File No. _____: CV-25-00735458-00CLONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LISTIN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDEDAND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI
INC.(the "Applicants")~~BETWEEN:~~~~PLAINTIFF~~

Plaintiff

~~—and—~~~~DEFENDANT~~

Defendant

~~RECEIVER'S~~ MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Initial Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ was appointed as the receiver (the "Receiver") of the ~~undertaking, property and assets of [DEBTOR]~~ (the "Debtor"). January 28, 2025 (as may be amended and restated from time to time, the "Initial Order"), Alvarez & Marsal Canada Inc. was appointed as monitor of the Applicants (in such capacity, the "Monitor") in proceedings commenced by the Applicants under the Companies' Creditors Arrangement Act.

B. Pursuant to ~~an~~ the Approval and Vesting Order of the Court dated ~~[DATE]~~ February 26, 2025 (the "Approval and Vesting Order"), the Court approved the ~~agreement of purchase and~~

~~sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser")~~ sale transaction (the "Toronto Facility Transaction") contemplated by an asset purchase agreement between Joriki Inc. ("Joriki"), as seller (the "Seller"), and Top Shelf Food and Beverage Corp, as buyer (the "Buyer"), dated February 20, 2025 (the "Toronto Facility Purchase Agreement"), and provided for the vesting in the ~~Purchaser~~ Buyer of all of the ~~Debtor's~~ Seller's right, title and interest in and to all of the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver to the Purchaser of a certificate confirming~~ (i) ~~the payment by the Purchaser of the Purchase Price for the Purchased Assets;~~ (ii) ~~that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;~~ and (iii) ~~the Transaction has been completed to the satisfaction of the Receiver.~~ Monitor to the Buyer of this Monitor's Certificate.

C. Unless otherwise indicated or defined herein, ~~terms with initial capitals~~ capitalized terms used in this Monitor's Certificate shall have the meanings ~~set out in the Sale~~ given to them in the Approval and Vesting Order and/or the Toronto Facility Purchase Agreement.

THE ~~RECEIVER~~ MONITOR CERTIFIES the following:

1. The ~~Purchaser has paid and the Receiver has received~~ Buyer has satisfied the Purchase Price for the Purchased Assets ~~payable on the Closing Date pursuant to the Sale~~ in accordance with the Toronto Facility Purchase Agreement; and
2. The conditions to Closing ~~as set out in section 4 of the Sale~~ forth in the Toronto Facility Purchase Agreement have been satisfied or waived by the ~~Receiver~~ Seller and the ~~Purchaser; and Buyer, as applicable.~~
3. ~~The Transaction has been completed to the satisfaction of the Receiver.~~
4. This Certificate was delivered by the ~~Receiver at~~ _____ [TIME] on _____ Monitor on _____ [DATE].

~~[NAME OF RECEIVER]~~, ALVAREZ & MARSAL CANADA INC., solely in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~, Monitor of the Applicants and not in its personal capacity

Per: _____

Name:

Title:

~~Title:~~

~~Schedule B—Purchased Assets~~

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

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

~~(unaffected by the Vesting Order)~~

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-25-00735458-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JORIKI TOPCO INC. AND JORIKI INC.

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER
(Toronto Facility Transaction)

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Lawyers for the Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 26 TH
)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2025

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JORIKI TOPCO INC. AND
JORIKI INC.**

(the “**Applicants**”)

ANCILLARY RELIEF ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), was heard this day by videoconference.

ON READING the Motion Record of the Applicants, including the affidavit of Michael G. Devon sworn February 21, 2025 (the “**Devon Affidavit**”), the First Report of Alvarez and Marsal Canada Inc. in its capacity as Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”) dated February 19, 2025 (the “**First Report**”), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for The Bank of Nova Scotia, in its capacity as administrative agent (in such capacity, the “**Agent**”) for the Senior Lenders of the Applicants, and counsel for the other parties listed on the counsel slip and such other counsel as were present, no one else appearing although duly served.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein 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 in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Devon Affidavit or the Initial Order of this Court dated January 28, 2025 (the “**Initial Order**”).

EXTENSION OF THE STAY PERIOD

3. **THIS COURT ORDERS** that the Stay Period (as defined in the Initial Order) be and is hereby extended to and including 11:59 p.m. on March 31, 2025, and all other terms of the Initial Order shall remain in full force and effect.

AMENDMENT TO INITIAL ORDER

4. **THIS COURT ORDERS** that subparagraph 12(a) of the Initial Order is hereby deleted in its entirety and replaced with the following:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees’ wages, including, without limitation, amounts in respect of (i) employment insurance; (ii) Canada Pension Plan; (iii) income taxes, and all other amounts related to such deductions or employee wages payable for periods following January 28, 2025, and that are of a kind that could be subject to a demand under the statutory provisions specified in subsections 6(3)(a) through (c) of the CCAA.

DISTRIBUTIONS

5. **THIS COURT ORDERS** that the Applicants and the Monitor are hereby authorized, at such time or times as the Monitor determines appropriate, to make one or more distributions from the net proceeds of the Transactions and the Pickering Liquidation and from the Applicants' cash on hand to the Agent, for the benefit of the Senior Lenders, up to the full amount of the Obligations (as defined in the Senior Credit Agreement); provided that the Applicants shall retain sufficient funds to satisfy the obligations secured by the Charges ranking in priority to the DIP Lender's Charge and such additional amounts as the Applicants and the Monitor, in consultation with the Agent, determine are necessary to facilitate the ongoing administration of these CCAA proceedings and the remaining activities of the Applicants.

6. **THIS COURT ORDERS** that any distributions pursuant to paragraph 5 hereof shall be 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 including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other orders made in this CCAA proceeding; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (British Columbia) or any other personal property registry system in any province or territory in Canada.

7. **THIS COURT ORDERS** that the Applicants and the Monitor shall be entitled to deduct and withhold from any distributions pursuant to paragraph 5 hereof such amounts as may be required to be deducted or withheld under any applicable law, and to remit such amounts to the

appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order to such person as the remainder of the distribution in respect of which such withholding or deduction was made.

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

- (a) the pendency of these CCAA proceedings;
- (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985 c. B-3, as amended (the “**BIA**”), or any other applicable legislation in respect of any of the Applicants or their respective Property and any bankruptcy or receivership order issued pursuant to any such application; or
- (c) any assignment in bankruptcy made in respect of any of the Applicants,

any distributions made pursuant to this Order are final and irreversible and shall be binding upon any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants, or their respective Property, and shall not be void or voidable by creditors of any of the Applicants, nor shall any such distributions constitute or be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers-at-undervalue or other reviewable transactions under the CCAA, the BIA or any other applicable federal or provincial law, nor shall they constitute conduct which is oppressive, unfairly prejudicial to or which unfairly disregards the interests of any person, and shall, upon the receipt thereof, be free of all claims, liens, security interests, charges or other encumbrances granted by or relating to any of the Applicants or their respective Property.

9. **THIS COURT ORDERS** that the Applicants, the Monitor and their respective directors, officers, employees, representatives and agents shall not incur any liability in connection with the distributions contemplated by this Order, except for any liability arising from such Person's wilful misconduct or gross negligence, with respect to that Person alone.

10. **THIS COURT ORDERS AND DECLARES** that the distributions contemplated herein shall not constitute a "distribution" by the Monitor and the Monitor shall not constitute a "legal representative", "representative" or a "responsible representative" of any of the Applicants or "other person" for the purposes of Section 159 of the *Income Tax Act* (Canada), section 117 of the *Taxation Act*, 2007 (Ontario), Section 270 of the *Excise Tax Act* (Canada), Sections 46 and 86 of the *Employment Insurance Act* (Canada), Section 22 of the *Retail Sales Tax Act* (Ontario), Section 107 of the *Corporations Tax Act* (Ontario), or any other similar federal, provincial or territorial tax legislation (collectively, the "**Statutes**"), and the Monitor, in causing or assisting the Applicants to make any distribution in accordance with this Order is not "distributing", nor shall it be considered to have "distributed", such funds for the purposes of the Statutes, and the Monitor shall not incur any liability under the Statutes for causing or assisting the Applicants in making any distributions in accordance with this Order or failing to withhold amounts ordered or permitted hereunder, and the Monitor shall not have any liability for any of the Applicants' tax liabilities regardless of how or when such liabilities may have arisen, and is hereby forever released, remised and discharged from any claims against the Monitor under or pursuant to the Statutes or otherwise at law arising as a result of the distributions contemplated in this Order, and any claims of such nature are hereby forever barred.

APPROVAL OF PROPOSAL TRUSTEE AND MONITOR'S ACTIVITIES

11. **THIS COURT ORDERS** that the (i) First Report of the Proposal Trustee and the Pre-Filing Report of the Monitor dated January 26, 2025, and (ii) the First Report of the Monitor and the actions, conduct and activities of the Proposal Trustee and the Monitor as set out therein be and are hereby approved; provided, however, that only the Proposal Trustee and the Monitor, in their personal capacity and only with respect to their own personal liability, shall be entitled to rely upon or utilize in any way such approval.

SEALING

12. **THIS COURT ORDERS** that the Confidential Appendices (being Appendices “●” and “●”) to the First Report shall be sealed and kept confidential pending further order of this Court.

GENERAL

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

14. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date hereof and is enforceable without any need for entry and filing.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

Court File No. CV-25-00735458-00CL

**AND IN THE MATTER OF AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF JORIKI TOPCO INC. AND JORIKI INC.**

Applicants

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

Proceeding commenced at Toronto

ANCILLARY RELIEF ORDER

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Lawyers for the Applicants

12. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance~~;~~; (ii) Canada Pension Plan~~-and~~; (iii) income taxes~~;~~, and all other amounts related to such deductions or employee wages payable for periods following January 28, 2025, and that are of a kind that could be subject to a demand under the statutory provisions specified in subsections 6(3)(a) through (c) of the CCAA;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by any of the Applicants in connection with the sale of goods and services by any of the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by any of the Applicants.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JORIKI TOPCO INC. AND JORIKI INC.

Court File No. CV-25-00735458-00CL

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

MOTION RECORD
(Returnable February 26, 2025)

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